BID DOCUMENT

ANNOUNCEMENT NO. GF-2012-Q-0043

AGENCY: University of the District of Columbia

PROJECT: Architect-Engineer Services to Provide Student Housing Feasibility Study

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

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- Select Business Opportunities

UNIVERSITY OF THE DISTRICT OF COLUMBIA 1851

CAPITAL PROCUREMENT DIVISION

REQUEST FOR QUALIFICATION STATEMENTS (RFQ) ARCHITECT-ENGINEER SERVICES TO PROVIDE A STUDENT HOUSING FEASIBILITY STUDY ANNOUNCEMENT NO.: GF-2012-Q-0043

1.0. Background

The University of the District of Columbia (UDC) is seeking to engage an Architectural & Engineering firm or team to provide a student housing feasibility study for its main campus. The comprehensive feasibility study shall address the following implementation phase efforts: 1) Feasibility; 2) Implementation and Strategy Assessment; and 3) Project Planning. Based on input from the University community, it is anticipated that current unmet housing demand will support the development of up to 600 new on-campus beds.

The objective of this project is to provide the University community with the best possible living-learning environment. This environment must consider providing facilities in support of a university experience, both inside and outside the classroom. This anticipates the creation of dining facilities, study spaces, recreation lounges & social spaces, laundry services, mail center, staffing space, courtyards and parking, including bike storage. The University is looking to develop a comprehensive long-term student housing capital improvement plan consistent with its Campus Master Plan (available at www.udc.edu, click on Capital Procurement). The University desires that the subject project has zero or minimal negative impact on the University's credit profile, bond rating or debt capacity. Therefore, the University is seeking to evaluate various alternative financing options recommended by the selected Contractor. The Campus Master Plan identifies the North West zone of the main campus for housing; adjacent to the UDC Library; utilizing the existing athletic field space.

2.0. Scope of Work

The Scope of Work is enclosed as Appendix 'A'. The accompanying Technical Requirement and Submission Guide (Appendix 'B') is also enclosed and incorporated into the Scope of Work.

All requirements of this RFQ shall be accomplished in accordance with the District's Architect-Engineer General Provisions (Attachment A).

The period of performance shall be ninety (90) days from the date of contract award.

3.0. Selection Process

The selection process for this requirement will be conducted in two phases.

Phase One will consist of evaluation of prospective firms' submittals in response to this requirement. Interested firm(s) will be required to submit qualifications that demonstrate both their ability to provide services in accordance to the Scope of Work, as well as their

demonstrated success and experience in providing Feasibility Study on Student Housing. At the end of the Phase One evaluation, the University will develop a short list of the three (3) most highly-rated firms.

On Phase Two, the University shall negotiate a contract with the highest qualified firm at compensation which the University determines is fair and reasonable to the University.

4.0 Evaluation

A/E firms are strongly encouraged to form collaborations that combine experience, expertise and success in modern academic facility and/or university housing feasibility studies. Proposals will be evaluated by a technical evaluation panel established by the University, in accordance with the following evaluation criteria listed in descending order of importance:

1. Professional qualifications, experience and expertise in modern educational facility and/or university housing feasibility studies, to include five projects in the past five years and feedback from clients for the five projects. (50 Points)

2. Experience and qualifications of key personnel who will be assigned to the project, to include resume and two letters of recommendation for each key personnel. (30 Points)

3. Ability to provide a schedule development of specific tasks associated with the Student Housing Feasibility Study and providing a timeline of each task incorporated in providing student housing to the University. This shall include demonstration of the firm's knowledge and past experience of other federal land grant institutions and how to incorporate them in a new housing residence. (20 Points)

5.0. Submittal Requirements:

Responses shall include the following:

1. A one-page cover letter expressing the architect-engineering firm's interest for consideration.

2. GSA Standard Form 330 Parts 1 & 2 listing five (5) projects performed within the last 5 years that are relevant to the requirements of this Request, with clients feedback and verifiable references including up-to-date names and phone number of contacts for those projects.

3. Summary qualifications and experience of key personnel who would be assigned to the project. Responding firms shall clearly indicate any proposed sub-consultants, proposed teaming arrangements, joint ventures or any other contractually binding agreements.

4. Provide any narrative and illustrative materials necessary to supplement information provided on the GSA Standard Form 330.

5. The material submitted should be two-sided, 8 ½" x 11" pages, including the GSA Form 330 forms, illustrative material, letters, and other supplemental information. No fold-out sheets. There is no limit on total number of surfaces to be submitted. However, brevity of information is recommended. One original and 5 copies of all submission materials shall be hand delivered to:

   Sherry Jones-Quashie
   Director
   Capital Procurement Division
   University of the District of Columbia
   4200 Connecticut Avenue, NW
   Building 38, Room C04
   Washington, DC 20008

These materials must be submitted by **2 P.M., Thursday, May 10, 2012.** Materials received after this date/time will not be considered. Absolutely no electronic submissions will be accepted. However, firms may be asked to provide electronic copies of their proposals in PDF format subsequent to the formal submission.

6.0 Legal/Compliance Requirements

Small Business Set-Aside Market only

This announcement is designated only for certified small business enterprise (SBE), under the provisions of the "Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act) effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.), as amended.

D.C. Code Requirements

Prospective respondents shall avail themselves of the requirements of the "District of Columbia Professional Corporation Act" (D.C. Statute § 47-2886) and "Professional Engineer's Registration Act" (D.C. Statute § 29-412)

Tax Compliance Requirement

Respondents should assure that they are current with its District taxes or has worked out and is current with a payment schedule approved by the District government.

First Source Employment Agreement

Respondents should assure themselves that they are fully aware of the requirements of D.C. Law 14-24 and D.C. Law 5-93 that sets goals for contractor's employment of District residents, as well as sanctions for failure to achieve the goals.

Equal Employment Opportunity (EEO) Employer

Prior to entering into a contract with the University as a result of this Announcement, the firm selected for contract award shall assure the University by submitting a copy of a duly signed company's EEO policy statement that they are an Equal Opportunity Employer as defined by Federal and District of Columbia Laws.

Insurance Requirements

Prior to the execution of a contract for this requirement, the selected firm shall procure and maintain throughout the entire period of performance under this contract, the types, value and limits of insurance specified in Attachment B.

7.0 Enclosures

APPENDEXES

Appendix 'A' – Scope of Work
Appendix 'B' – Technical Requirement and Submission Guide
Appendix 'C' – Campus Master Plan

ATTACHMENTS

Attachment A – Architect-Engineer General Provisions
Attachment B – Tax Certification Affidavit
Attachment C – DOES First Source Employment Agreement
Attachment D – EEO Information Report
Attachment E – Insurance Requirements

Prospective respondents shall submit questions pertaining to this announcement via email to Ms. Janet Concepcion, Contract Specialist, at janet.concepcion@udc.edu by COB on Thursday, April 26, 2012. The University will not consider questions received beyond this date. Official responses to the questions will be issued in a form of an amendment to the announcement which will be posted in the UDC and OCP websites.

This is not a Request for Proposal (RFP).

Appendix 'A'
Scope of Work

APPENDIX 'A'
SCOPE OF WORK

The Contractor shall complete the following three (3) stages consisting of series of services, in consultation and collaboration with the University Planning Committee:

1) Feasibility Stage: The goal is to assist in the development of a comprehensive strategic housing plan that will foster the development of a long-term housing strategy. The study will include assessing multiple housing implementation strategies. Those strategies shall include, but not be limited to: (1) acquiring existing housing in the District of Columbia; (2) developing a shared funding relationship with the District; (3) a private developer; or (4) work with a fully funded developer partnership. The project shall include an assessment of the University student culture and review of applicable guidelines/policies outlined by the University and the District of Columbia.

   The following items must be addressed in the study under the Feasibility Stage:

   a. Market Analysis:
      i. Collaborate with the University Planning Committee in evaluating the programmatic relevance of existing off-campus student housing options.
      ii. Complete a competitive context analysis of housing options available at the University's current and projected peer institutions.
      iii. Evaluate the pricing, amenities, distance, benefits, and shortcomings of the existing local housing market as they pertain to existing and future University students, faculty & staff.
      iv. Assess the authority and constraints of the property rights held by the University and/or the District of Columbia generally at the main campus, and specifically at the planned housing development site.

   b. Project Planning:
      i. Prepare a housing milestone schedule, with key product/report delivery dates and University input/resources required to proceed.
      ii. Review the University campus master plan to develop a comprehensive understanding of the University land use plan, permit criteria and capital investment plan.
      iii. Develop a formal recommendation with regard to how to best implement a new student housing/residence life program at the University.

   c. Project Cost:
      i. Identify all anticipated project costs, such as design, construction and operation.
      ii. Identify the budget for and a description of tasks associated with implementing the recommended housing strategy.

2) Implementation and Strategy Assessment Stage:
   i. Prepare the market and financial feasibility studies for the proposed student housing project. These studies should focus on product types, amenities, as well as appropriate interior and exterior adjacencies.
   ii. Prepare a conceptual site plan showing proposed building placements, landscaping, exterior lighting, pedestrian circulation and bicycle/motorized-vehicle circulation, parking and other ancillary project components. Local zoning and regulatory requirements should be referenced within this stage.
   iii. Prepare conceptual building design(s) documentation, taking into consideration various elevations, construction materials and other design elements (including any stakeholder considerations, if available).
   iv. Prepare conceptual floor plans and "project sample boards", demonstrating the general quality of materials, sound attenuation features, energy efficiencies, etc., contemplated for the development.

3) Project Planning Stage: The Contractor shall make recommendations regarding design, financing, development construction and delivery of any student housing options deemed feasible.

Appendix 'B'
Technical Requirement and Submission Guide

APPENDIX 'B'

TECHNICAL REQUIREMENTS AND SUBMITTAL GUIDE

APPLICABILITY OF APPENDIX 'B'

Unless otherwise stipulated, the Architect-Engineer shall be responsible to comply with all Sections and Sub-Sections of the Appendix 'B' that are applicable and necessary for performing the Work described and required by Appendix 'A' : Scope of Work.

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APPENDIX 'B'

TECHNICAL REQURIEMENTS AND SUBMITTAL GUIDE

1. GENERAL

1.1. All written requests or correspondence regarding this Contract shall be addressed to the Contracting Officer, Attention: Contracting Officer's Technical Representative (CA). The Address for the CA will be provided to the A-E during the Pre-design meeting that will be held immediately after the contract is executed by the Contracting Officer if the contract is for a specific project and after the Task Order is executed if the Contract is an Indefinite Delivery, Indefinite Quantity (ID/IQ) Contract. All matters pertaining to the administration of the contract or a Task Order shall be through the CA.

1.2. All final decisions relating to the contract will be issued by the Contracting Officer.

1.3. During the construction period of the facility for which services are to be performed under this Contract, the Architect-Engineer (A-E) shall, without additional cost to the District of Columbia Government, be available for complete consulting services on errors, omissions and discrepancies in drawings and specifications for all phases of the design.

1.4. Changes in Appendix 'B' may be made form time to time by the Contracting Officer to accommodate modifications in the requirements of the District of Columbia Government, or the requirements for the particular project set forth in Appendix 'A' of the Contract. Such changes, when required shall be specifically amended in Appendix "A", and are applicable to the project and Contract number to which the amendment is made.

2. TECHNICAL REQUIREMENTS

The Appendix 'B' defines both the technical requirements and the drawings/specifications submittal schedules as required by the District.

The requirements set forth hereafter are minimum requirements only, not intended to be all inclusive of all the contract requirements. It is the responsibility of the Architect- Engineer to provide all services necessary for a complete and integrated professionally designed product for the facility specified in Appendix 'A'. This shall include all design and engineering features, equipment, system, etc., usually or customarily found in or necessary for the design of a structure or facility of the kind and type described therein, together with technical specifications, design analyses, construction cost estimates, renderings, photographs, and scale models.

2.1. Submittal Schedule

The preparation of the contract documents for construction work is complex, exacting, and time-consuming. For each project as a minimum there are three interested parties: the User Agency, the Implementing Agency and the Architect-Engineer. The establishment of a mutually acceptable design with the minimum effort shall be accomplished by graphic and textual design solutions to be submitted for review and comment at certain development stages.

The quantity and the development stage of these submissions will vary according to complexity of the work. Following are the submissions for most projects and their minimum contents, unless specifically amended in Appendix A

NO.	SUBMISSION	% COMPLETED
I.	Schematic Phase (sketch stage) ----------	15% completed
II.	Concept Phase ----------	35% completed
III.	Design Development Phase ----------	65% completed
IV.	Construction Documents Phase ----------	100% completed
V.	Compliance Phase ----------	Final

Requirements under this Appendix "B" shall be met by the Architect-Engineer unless modified or amended by the requirements of Appendix " A" and/or supplements.

2.2. Submittal copies

At each submission the Architect-Engineer shall submit five (5) sets of prints, one set of loaded computer disk (s) or CD ROM and one (1) set of reproducible prints. Complete submittal requirements are detailed hereunder unless modified in Appendix 'A'

PHASE		REPRODUCIBLE	DISK (S)	PRINTS
I	Schematic	1 set	1 set	5 sets
II	Concept	1 set	1set	5 sets
III	Design Development	1 set	1 set	5 sets
IV	Construction Documents	1 set	1 set	5 sets
V	Compliance	1 set	1 set	5 sets and Original set of drawings.
Specifications, Outline (Design Dev.)		1 sets	1 set	5 sets
Specifications, Draft (Constn. Doc.Ph.)		1 set	1 set	5 set
Specifications, Final (Compliance)		1 set	1 set	5 sets

Construction Cost estimate: For each submittal Architect-Engineer shall submit five copies of cost estimate. The estimate shall have details that are consistent with the submittal phase.

2.3. Computerized Design and Drafting

All design drafting shall be prepared utilizing AutoCAD R-2000 or latest version. All design analysis shall be developed using latest versions of appropriate computer software that is approved by the CA. During the pre-design conference the A-E shall provide for approval a list of the design software he intends to use for the design work. He may obtain the approval of his software during negotiation of the costs for the work.

2.4. Document Preparation.

All documents required under this Contract shall be:

2.4.1. Prepared by the Architect-Engineer in a clear, neat, and professional manner; suitable for reproduction;

2.4.2. All drawings shall be prepared using AutoCAD Release 2000 or later version and all specifications shall be prepared using Microsoft Word and

2.4.3. Identified by the appropriate project name and number assigned by The District.

2.4.4. Prior to the submittal of any design drawings, specifications, engineering analyses, construction cost estimates, and studies, the Architect-Engineer shall completely check and coordinate same for accuracy, compliance with the District of Columbia Zoning requirements, Building Codes, other applicable codes and regulations, and for compliance with the additional requirements that are applicable to specific projects.

2.5. Reviews

2.5.1. Review timeframe:

As required by the contract, Architect-Engineer shall submit to CA within seven calendar days of the date of issuance of Notice to proceed, a schedule showing the milestone dates for the starting and completing various phases of work (Refer to the sample progress schedule provided by the CA) at the Pre-design meeting. He shall update this schedule on a monthly basis and submit to the CA on a regular basis at the end of each month or on specific date as agreed with the CA. In preparing the Schedule of Work, the Architect-Engineer shall allow time for each review by the District representatives. The review time allowance is in calendar days and will be measured from the date of receipt by the CA and is as follows unless this time frame is amended for specific project in the Appendix A:

NO.	SUBMISSION	REVIEW TIME (Calendar days)
I.	Schematic Phase	7
II.	Concept Phase	7
III.	Design Development Phase	7
IV.	Construction Documents Phase	7
V.	Compliance Phase Final Submission	7

2.5.2. On-Board Reviews

When authorized in Appendix A as being necessary to accommodate an accelerated schedule, the normal time allowed for review of the work as set forth in Appendix B shall be waived and the District shall perform "on-board" reviews at such time and location as shall be reasonable and acceptable to the parties involved.

Unless amended, the Architect-Engineer shall print the job the same as would be required for a normal review submission; that he shall submit to the CA at least five (5) calendar days prior to the date scheduled for an "on-board" review. The purpose of this lead time is for the District representatives make a cursory review of the submittal prior

to on-board review. CA will distribute the submittals to proper reviewers. CA will also coordinate on-board reviews.

2.5.3. Review Comments:

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

2.6. Conferences

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

2.7. Surveys.

2.7.1. Plat of Computation

A "Plat of Computation" for the project site shall be procured by the A-E and shall be incorporated in the construction documents.

2.7.2. Topographic Survey

The Architect-Engineer shall order the topographic survey immediately after receiving the notice to proceed for the work. He shall prepare and submit one reproducible copy of a topographic survey map of the site of the facility in sufficient detail to permit the proper and efficient execution for the work required by this Contract. The area to be surveyed shall include a 50 feet wide strip around the entire perimeter except where there is no right of entry. The topographic survey map shall be at a scale of not less than 1"= 20'– 0", and shall show and / or include: (i) contours at 1'- 0" vertical intervals where slopes are 10% or less, contours at 2'– 0" vertical intervals where slopes are greater than 10% (ii) all natural and artificial features including, but not limited to: (a) building, sheds and other structures, both existing and previously demolished; (b) elevation of basements, areaways, vault floors, etc.; (c) retaining walls, terrace walls, steps, curbs, etc., with top, bottom and adjacent grade elevations; (d) roads, walks, driveways, and other paved areas (Indicate type of paving); (e) fences, gratings and drainage structures; (g) water, sewer and utility lines, manholes, vaults and both rim elevation and invert elevation; (h) telephone, power and light poles; (i) grass, lawn, weed, bush, and wooded areas; (j)

trees, 3" diameter and over, and (k) fields, bare earth and exposed rock areas. The boundary, as indicated by the "Plat of Computation" and the location of existing markers shall be shown on the topographic map. The marker location shall be obtained from the D.C. Surveyor's office. At least on boundary line extending the full length of the site shall be located from existing markers and defined by a new marker at each end. All topographic features and all new construction shall be accurately located from this boundary line. This will not be an official survey but must be sufficiently accurate for building design to be developed without necessitating any major plan change when the official survey is prepared.

2.8. Soil Data.

The Architect-Engineer shall make determination and obtain concurrence from the Project Manager immediately after acceptance of the Schematic Phase by the University, on the location, quantity and depth of soil identification holes.

2.8.1. The Architect-Engineer shall provide with each required soil evaluation:

Soil boring, soil samples and certified boring logs. The boring logs shall show strata description, resistance to penetration of standard sampling spoons, ground water levels and other pertinent data.

2.8.2 The Architect-Engineer shall provide the following if these items of work are included in the Appendix 'A'. if they are not included he shall perform this work only upon receiving approval from the Contracting Officer:

(1) Perforated pipes for water level readings.
(2) Core drilling in rock, core samples and drillings logs.
(3) Test pits, test caissons, test piles, load tests, bearing tests and certified records of all pertinent test data.
(4) Laboratory tests of soil strata and such borings and samples as may be needed in addition to 3.4.D above.
(5) Written report of the analysis and recommendations from professional soil mechanics and foundation engineer.

2.8.3. The Architect-Engineer shall utilize all soils data secured under 3.4 D above as an aid in his determination for designs of foundations, sub-structures, retaining walls, etc., and for all earthwork such as cuts, fills and embankments.

2.8.4. The scope and sequence of various phases of soils investigations shall be established by the A-E as concurred by the CA.

2.8.5. The Architect-Engineer shall provide adequate soil data including the preparation of boring location plans and specifications, supervision of boring operation and evaluation of soil data during progress of the borings. He shall also provide a drawing (or drawings) to be included with the drawings to be furnished under 3.5 F (2) (e) showing:

(1) Locations of test borings and test pits.
(2) Description and location of soil strata encountered in borings and test pits.

(3) Record of blow counts on sampling spoons when taking soil samples.
(4) Water level reading with time and date the record taken.
(5) Any other data pertinent to the construction of foundations and / or earthwork.

2.9. Asbestos Abatement

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

The Architect- Engineer shall be responsible to determine by initial field check, and to report promptly to the District whether or not asbestos exists at the premises. If findings are positive, the A-E shall determine and photograph the locations and the extent, and furnish a comparative budget type cost estimate for each (1) removal, (2) encapsulation, (3) enclosure and (4) a combination thereof; all to be in accordance with the current OSHA and EPA standards and regulations. Negative findings will require the A-E to confirm it by submission of a Negative Report.

When Asbestos exists on the premises, the report from the Architect-Engineer shall contain inspection photographs as follows:

Requirements for Asbestos Inspection Photographs:

(a) Size: approximately 8"x 10".
(b) Clearly define the areas where sample is obtained and the condition prior to removal.
(c) All photographs shall have an extension (title margin) with the following information printed or typed thereon:
  (i) Title of project and Architect-Engineer
  (ii) Location of photographs in relation to project;
  (iii) Identified as to subject matter shown on photographs;
  (iv) Dates taken;
  (v) Facility name, building name and building identification number.
(d) Number of photographs in each submission:
  (i) Two prints and one negative of each sample area.
  (ii) Photographs to be bound in book (each set). Negatives to be in jackets and labeled with building name building identification number facility name and photo number
  (iii) All photographs shall be taken by a professional photographer and all enlargements shall be clear with the proper contrast.
  (iv) If the photographs are taken using digital cameras, in lieu of negatives the A-E shall submit a CD Rom of all the photographs.
(e) Submitted with the report upon completion of inspection.

3. SUBMITTALS

The preparation of construction contract documents is the responsibility of the Architect-Engineer. The CA and the University will provide scope of work and program requirements as described in the Appendix. The contract documents produced by the A-E shall accurately and completely reflect the

design concept if the project is to be aesthetically appealing, efficient and carefully planned for maximum usage, and economical in construction, operation and maintenance costs.

The CA will provide reviews to aid in the correct interpretation of the University's program requirements that are identified in the Appendix A, to encourage appropriate creativity in design, to corroborate the selected engineering system, and to assess the synthesis of the project. The University will not check correctness of the contract documents for design. Architect-Engineer is responsible for all facets of the design.

3.1. SCHEMATIC PHASE (15%): (I)

3.1.1. General:

Schematic drawings for construction projects are a means of identifying alternative approaches to correct physical and functional deficiencies. The development of these schematic drawings is an interactive process between the Project Manager, the University and the A-E in order to produce a narrative and graphical description of possible program alternatives. As appropriate, the District will make available:

- Facility Development Plan, if available,
- Space Program Requirements for functional areas included in the project,
- Evaluation reports, to include but not limited to any available subsurface investigation reports, and as-built structural drawings and
- Approved Program

The A-E, in collaboration with the Project Manager and the University staff, shall sketch various possible alternatives and refine them based on continuing interaction with the University's project team. The A-E will then complete and present alternative architectural solutions which are functionally viable for consideration. The University will select the final concept identify the approved scope to be developed in Concept review stage.

Complete conceptual alternatives must be displayed on the Schematic drawings. The work may include the division of an alternative into distinct parts, each of which has an identified priority. The Schematic design must, therefore, be developed so that further development shall provide a well designed facility with respect to functional layout, construction phasing, minimized disruption of existing facility operation, and coordination with structures and utilities.

A group of simple drawings manifesting the Architect Engineer's understanding of the client's requirements as defined in the contract documents. These shall be on a reproducible medium.

3.1.2. Subject Matter

- Floor plan(s), two elevations, one each longitudinal and transverse sections, and site plan.

- Minimum scale shall be 1/8" =1' – 0" for plans and elevation, ¼" = 1'-0" for sections, and 1" = 50' for the site plan (s).
- North arrow and Building Identification Number shall be shown on all floor and site plan (s).
- The sheet size shall be adequate for a clear submission.
- Approval of sheet size and Building Identification Number shall be provided by the CA in the pre-design meeting.
- Notes and dimensions shall be sufficient to enable the reviewer(s) to analyze the submission for conformance to the project's program requirement and to understand the quality of design. Tentative elevations of finish grade and each floor shall be included
- Material of construction shall be identified in a general manner i.e., masonry, concrete, curtain wall, steel, etc.
- Required egress information. Square footage of all interior spaces. Egress requirements showing calculated population, egress flow diagram, required exit units and area classification.
- Cost estimate shall be prepared based on either square foot cost basis or assembly cost basis. This is essential to evaluate each of the schematics to meet the funding limitation.

3.1.3. Review

Architect-Engineer shall deliver this submittal to the CA. Number of copies of the submittal is stated in Appendix B. CA shall require District's review staff and the User to complete the review and submit their review comments in the prescribed format within the time stated in Appendix B. CA shall transmit the review comments to the A-E for incorporation in his next submittal. If the submittal is rejected, the CA shall send the rejection notice stating the reasons for rejection. A-E shall resubmit it by incorporating the comments. If the A-E disagrees with the rejection and or comments he shall request within three calendar days for a meeting with the CA to discuss the rejection and or comments. A-E shall write the minutes of this meeting and submit it to the CA within three calendar days of the meeting. Also he shall immediately comply with the comments agreed in the meeting and resubmit if the submittal was rejected or if it was not rejected, incorporate the agreed comment in the next submittal. In case of schematics design, more than one joint meeting may be useful in avoiding resubmittals.

3.1.4. Upon approval of this submission the soil investigation shall be performed.

3.2. CONCEPT PHASE (35%): (II)

3.2.1.Definition:

The concept phase consists of drawings, description of materials, and area tabulations. Also other items as may be required for certain projects. The concept drawings shall be developed from the approved Schematic Phase drawings. These drawings shall be accurate, sufficiently complete architecturally to enable UDC to understand conformance to the scope of work as illustrated in Appendix "A". All pertinent information must be included.

3.2.2. Subject Matter:

- Floor plan(s), four elevations, one each longitudinal and transverse sections and site plan.
- Minimum scale shall be 1/8" = 1'-0" for floor plans and elevations, ¼" = 1'-0" for section, ½ "=1'-0" for typical wall sections, and 1'=50" for plot plan. North arrow shall be shown on all floor and site plans (s). The sheet size is approximately 30"X42" (unless modified in Appendix 'A'), and must be legible, clear, and easily read.
- Notes and dimension shall be adequate for the information required.
- All rooms shall be identified and sized, typical furnishing and equipment to be named and location, elevations to be developed identifying facade to include fenestration types and openings, site development, overall dimensions, approximate floor and finish grade elevations.
- A description of materials in which shall be included the proposed engineering systems (structural, mechanical and electrical), materials of construction, and other information describing the project.
- Provide on the drawings, (within the confines of the area delineated) the seating capacity of assembly halls, auditoriums, gymnasiums and stadiums, plus any other spaces when identification of capacity is essential to the determination of compliance with the Code and Scope of Work.
- The requirements of the Building Code shall be equaled or exceed. For egress, show the calculated population, egress flow diagram (complex system), identify required, existing and the area classification. Type of occupancy, type of construction, fire safety requirements, etc.
- Architects must provide on each plan drawing, the gross square foot area of each plan or plans on the sheet. On the cover or index sheet, the architect must provide the gross square footage of the complete building project. The area of the site is to be expressed separately in terms of gross area.
- The required information is applicable to each review submission and will be prominently called out and shown as follows:

  When a single floor plan only is shown, the square footage is to be placed in proximity of the Title Block. If more than one floor plan is shown on a sheet, show square footage as a part of floor plan identification; For example: (2^{nd} Floor Plan; Area = _____ square foot, etc.).
  On Cover or Index Sheet, the required information may be shown by "Key Plan" or schedule. Architects shall prepare and submit computations in support or aggregate figures.

- Cost estimate shall be more refined than the estimate prepared for Schematic submittal by eliminating sufficient number of contingencies that were included in the schematic submittal.

3.2.3. Review

Architect-Engineer shall deliver this submittal to the CA. A-E shall also deliver a certificate stating that he has incorporated all the review comments as agreed for the Schematic Submittal. . He shall submit the number of copies as required under submittal requirements. CA shall require District's review staff and the User to complete the review and submit their review comments in the prescribed format within the time stated. CA shall transmit the review comments to the A-E for incorporation in his next submittal. If the submittal is rejected, the CA shall send the rejection notice stating the reasons for rejection. A-E shall resubmit it by incorporating the comments. If the A-E disagrees with the rejection and or comments he shall request within three calendar days for a meeting with the CA to discuss the rejection and or comments. A-E shall write the minutes of this meeting and submit it to the CA within three calendar days of the meeting. Also he shall immediately comply with the comments agreed in the meeting and resubmit his design documents if the submittal was rejected or if it was not rejected, incorporate the agreed comment in the next submittal.

3.2.4. Review by other Agencies:

If the project is to be submitted to either the Fine Arts Commission (FAC) or the National Capital Planning Commission (NCPC) or the Community, the Architect-Engineer shall prepare a set of plans for a formal presentation by mounting on board stock (board mounting may not be required for NCPC), by shading, by crisp black lines and bold, clear lettering. The submissions will be reviewed by Commission members from a distance of ten to twelve feet; hence prepare this submission accordingly. If requested, the Architect-Engineer shall prepare rendering for submission to FAC; if the work is accepted and the rendering remains correct, it may be used as the one that is required to be submitted to the District under the contract. A model is optional unless it is specified in Appendix 'A'. If the Architect-Engineer has prepared a study model for his office use, it may be submitted in both Commissions' scheduled monthly meetings. The dates for these meetings shall be obtained from the Commission.

If FAC or NCPC rejects the submission it is incumbent upon the Architect-Engineer to carefully correct the submission and completely prepare it for the resubmission. It is responsibility of the A-E to prepare a design acceptable to all authorized review agencies.

Acceptance of this submission by the authorized review agencies establishes the aesthetics and the configuration of the project. Only minor refinements of these items shall be permitted thereafter. However, interior spaces and operating systems will continue to be reviewed and adjusted.

3.3. DESIGN CONSULTATION OF ENGINEERING SYSTEM(S)

3.3.1. Definition

The Architect-Engineer shall request for a meeting immediately after receiving the approved concept design documents from the CA. The purpose of this meeting shall be

to establish both a mutual understanding of the project and a common acceptance of the proposed engineering system(s). In depth discussion shall require simple drawings.

The simple drawings shall include information from the approved concept drawings and the written comments. The drawings for this phase shall be prepared to a convenient and easily readable scale. This work shall be sufficiently complete to portray, on sheets for each discipline, the proposed engineering systems.

3.3.2. Consultation

Graphics shall consist of floor plans, elevations, sections, details, site plans, and others as needed for in-depth discussion of the proposed engineering systems. Participants may include the Project Manager, Government's architects and engineers, representatives from the user, Architect-Engineer and his consultants to reach an Contract on the proposed engineering system that will be the most advantageous economically, functionally, and maintenance-wise. These proposed engineering systems shall have been established by computations, comparative life cycle cost analysis, comparative lead time for purchase and delivery, and other items investigated by the consultant that are pertinent to the system(s). Sufficient information must be provided for the reviewer(s) to reach a reasonable decision. When the Architect-Engineer and his consultants and their counterparts in UDC have agreed on a basic system, it will normally be final unless, as the plans are developed, it is established that the selected system is unsafe, excessively complex, or too costly. When this occurs, the revisions are the responsibility of the Architect-Engineer. There must be Contract before the work proceeds.

The Architect-Engineer shall prepare a technically sufficient and reasonably comprehensive "package" of the items described in Section 3.5 D (1), and shall deliver the same to the Project Management in not less than 3 working days prior to the scheduled date for the pre-design meeting and consultation. All materials shall be clearly identified as to the applicable discipline. All decisions important to identification of the type and / or establishing the intent and direction the design shall be carefully recorded. See item 3.12, "Architect-Engineer" Responsibility to Record at All Meetings".

3.3.3. Subject Matter

Typical submissions for the first review of this phase shall include the following suggested items, however, the Architect-Engineer shall include all information necessary for the reviewer to clearly understand the items submitted.

3.3.3.1. Architectural

The sheets shall incorporate Concept Phase comments and additional sheets as may be required for The Architect-Engineer consultant to accomplish his work. Topographic survey information, either official or taken by the Architect-Engineer. The computation developed to determine egress requirements.

3.3.3.2. Structural:

- Live and dead loads.
- Proposed Structural system with the back-up information use to make the selection.
- Foundation system based on sub-soil data.
- The proposed structural system to be shown on the plans in a legible and simple manner.
- Written analysis explaining the comparative advantages of one or more systems and the reason (s) for selection of the system.

3.3.3.3. Electrical:

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

3.3.3.4. Mechanical (HVAC):

- Heat loss/heat gain load calculations (Block Load) for the building as a whole.
- Assumed quantity and approximate area requirement for boilers, chillers, air handling units, compactors, elevators, and all other equipment to be installed in mechanical room (s) and other rooms or spaces.
- Draw on the plan in a legible and simple manner all rooms and spaces for the required equipment. Show the equipment layout to scale in its proper relationship.
- Written analysis explaining the comparative advantages of one or more systems and the reason for selection of the recommended system.

3.3.3.5. Plumbing:

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

3.4. DESIGN DEVELOPMENT PHASE (65%): (III)

3.4.1. Definition:

The final approved Concept Plans shall be the basis for the development of the Design Development phase. Any changes from these plans must be approved by Project Manager prior to proceeding with the Design Development Drawings.

All plans will be reviewed for functional and aesthetic relationships. The result of this phase will be a set of design documents defined to the point that no further functional decisions are required.

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

3.4.2 Subject Matter:

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

3.4.2.1. Architectural:

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

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

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

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

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

- Room finishes schedule identifying basic materials.

3.4.2.2. Structural:

- All floor plans, foundations plan and roof plan sufficiently complete for all major structural components to be dimensioned and sized; other items in keeping with this degree of completion.
- Soil boring plan and log, both complete.
- Sections sufficiently complete to show foundation support, foundation, walls, columns, beams, girders, joists, floors, roof; all typical and major atypical conditions; other items in keeping with this degree of completion.
- Schedules completed and coordinated for all typical and major atypical elements.
- Complete and coordinate computations for all typical and major atypical members.

3.4.2.3. Electrical:

- All floor plans with luminaries, convenience outlets, power outlets, and all other electronic communication, and all attendant systems that are to be provided.
- Required equipment rooms to be shown with location of major components and services; service equipment, panel-boards, motor starter centers, substations, switchboards, and transformers.
- Computerized computations for correct lighting levels; lighting levels tabulated for the various spaces; total estimated power requirements; calculations indicating selection of voltage; other items in keeping with this degree of completion.

3.4.2.4. Mechanical (HVAC):

- All floor plans showing heating and cooling equipment to scale; all other equipment previously named will be drawn to scale.
- Computerized computations for each room, area and zone, with design factors and assumptions. Provide all reference for data used.
- Other items in keeping with this degree of completion.

3.4.2.5. Plumbing:

- All floor plans showing the plumbing equipment to scale.
- Computations for determining equipment and piping sizes.

- Other items in keeping with this degree of completion.

3.4.2.6. Outline Specifications:

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

- For all projects involving repairs, restoration, alterations or additions, and /or unless otherwise stipulated in Appendix "A", it is the requirement that all walls, ceilings and floor finishes shall "MATCH EXISTING" with respect to color, texture, quality of material and all architectural details contained within and utilized in a space or area. This requirement shall also apply to contiguous areas and spaces when visual continuity and aesthetic consideration dictate a "MATCH OF EXISTING".

- The requirement set forth above shall also apply to all types of fixtures, trim, sash, doors, cabinetry, and hardware, unless it shall no longer be manufactured or meet code requirements. In this event, it shall be incumbent upon the Architect-Engineer to specify alternate solutions.

- Historic facilities listed in the Federal and/or District Register are subject to the constraints of Public Law as pertains to HISTORIC PRESERVATION. Project in this category will receive special consideration and are subject to special reviews and approval by Agencies and Commissions established for this purpose. A-E consultant is required to obtain their approval.

- Reference is made to sections 3.5F " Construction Documents Phase IV" and 3.5.G "Compliance Submission Phase V". The Architect-Engineer, in preparing these documents, shall make sure that the intent and specific features and requirements of "Approved Outline Specifications" are properly and fully translated into these documents. No significant deviation will be permitted unless prior approval has been granted by the OPM.

- Responsibility of the Architect-Engineer is stipulated in ARTICLE I of the Contract and in Section 5 of the GENERAL PROVISIONS. A-E's are cautioned that notwithstanding their receipt of documents from the Government such as "Original Bid Documents", "As-Built", etc., the Architect-Engineer will be held fully responsible to make comprehensive onsite investigation to confirm and /or determine actual EXISTING CONDITIONS in every significant detail. The importance of this effort

cannot be overemphasized where the design objective is to "MATCH THE EXISTING" and avoid conflict of new work with the existing

3.4.2.7. Construction Cost Estimate:

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

3.4.3. Reviews:

Architect-Engineer shall deliver this submittal to the CA. A-E shall also deliver a certificate stating that he has incorporated all the review comments as agreed for the Concept Phase submittal and Design consultation meeting. He shall submit the number of copies as required under submittal requirements. CA shall require District's review staff and the User to complete the review and submit their review comments in the prescribed format within the time stated. CA shall transmit the review comments to the A-E for incorporation in his next submittal. If the submittal is rejected, the CA shall send the rejection notice stating the reasons for rejection. A-E shall resubmit it by incorporating the comments. If the A-E disagrees with the rejection and or comments he shall request within three calendar days for a meeting with the CA to discuss the rejection and or comments. A-E shall write the minutes of this meeting and submit it to the CA within three calendar days of the meeting. Also he shall immediately comply with the comments agreed in the meeting and resubmit his design documents if the submittal was rejected or if it was not rejected, incorporate the agreed comment in the next submittal. If the Schematics and Concept submittals were rejected prior to their final approval no payment will be made for this phase until the submittal for this phase is approved.

3.5. CONSTRUCTION DOCUMENTS (100%) : (IV)

3.5.1. Definition:

- This review shall be at the completion of the construction documents and known as Construction Documents Phase. Included for this review shall be complete plans, specifications, final construction cost estimate, and final detail computations. This submission requires that the plans be complete and ready for issue to bidders.

- The plans may be done on either linen or Mylar. Approval must be obtained from the Government prior to the selection of the type of reproducible sheets. Size 29" x 41" trim line unless stipulated otherwise in Appendix "A", inside border 1 ½ " on binding edge, ½" on other edges. Optimum readability is a requirement at full size reproduction. A graphic scale shall be shown on each drawing for each scale used. The quality and spacing of lines on the drawings must be carefully controlled. Clear space between parallel lines should always be of greater width than the adjoining lines. All lettering shall be vertical capitals with an open quality and shall be not less than 1/8" high. Material symbols must be bold and not dense. Do not use any kind of half tone or opaque shading or patch except solid black on the face of the drawings where applicable for small or thin sections. Drawings shall be of the best quality for possible scanning reproduction. The format and wording of the title block to be used on the drawings shall be approved by the Office of Property Management before proceeding with printing reproducible sheets.

- Drawings shall be complete and prepared using computer software "AutoCAD R-14" or later version, unless stipulated otherwise in Appendix "A".

- Specifications shall be prepared using MasterSpec (Latest Version) as guide. The Office of Property Management (OPM) may review and note the comments with changes prior to its return to the Architect-Engineer for final submission prior to printing for issuance to the bidders.

3.5.2. Subject Matter:

General:

The work accomplished for the review shall be 100% complete.

3.5.2.1. Existing Conditions

Plan showing locations of previously demolished structures, structures to be demolished by others and any other changes that are expected to occur on the site between the time the topo survey is made and the time the site is released to the contractor for his construction operations. Information shown on this drawing shall include, but not necessarily be limited to, the following: (i) outline of proposed structures; (ii) locations of demolished structures and rubble fills in basements, areaways, vaults, etc.: (iii) locations of all structures, wall, walks, curbs, trees, paved areas, etc., remaining on the site;

(iv) a complete scope and clear definition of all site work to be performed by the contractor related to existing conditions that involve demolition and removal of existing structures, retaining walls, areaways, vaults, walks, footings, basement slabs, paving, etc., removal of rubble and other fills, removal of trees, etc., Existing conditions plan shall show relationship of existing conditions to new construction in both horizontal and vertical planes of reference.

3.5.2.2. Site Plan

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

3.5.2.3. Sub-soil information drawing

This drawing shall be included and should provide complete information regarding the investigation performed for this work.

3.5.2.4. Landscape Drawing:

This drawing shall be at a scale not less than 1" = 20'- 0", identifying plant material and location of it and including a list of materials.

3.5.2.5. Architectural: (min. scale 1/8"=1'-0")

- Floor plans – dimensioned, completely referenced, partitions and fixed equipment located, doors and windows, egress location and identification of sections, details, and other pertinent data.

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

- Elevators – fully completed indicating materials, fenestration, finish grade, etc.

- Sections – identification, longitudinal and transverse sections, all wall sections, stair sections, vertical transportation sections, and all other sections, as needed.

- Details – door and window, all other as needed.

- Schedule – completed.

- All other – fully complete in keeping with the spirit and intent of the plans.

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

3.5.2.6. Civil:

- Plans – existing, removal, finish, all complete. Particularly the location and identification of all utility lines both existing and new. This information will be shown on the site plans.

- A copy of the University's review comments on the previous submission.

3.5.2.7. Structural:

- Floor Plans, foundation plan, roof plan – dimensioned all structural members and/or system(s), location and identification of section(s) and details, and other pertinent data.

- Sections – identification, longitudinal and transverse sections, wall sections, stair sections foundation and foundation support sections, and all other major sections.

- Details – all details as needed.

- Schedules – completed.

- Computerized Analysis – all computations including corrections necessitated at original submission review and changes made as the work progressed, as well as located on computer disk(s) with label(s) to show project No., project title and date.

- Review comments (with annotated action taken by A/E) on the previous submission.

- All other: completed as needed.

3.5.2.8. Electrical:

- Floor plans, ceiling and roof plans – locations of luminaries, switches, wiring panels, switch gear and electrical room, service entrance, transformers, etc. All systems shall be shown, fully complete.

- Riser diagrams – all systems.
- Schedules – panels, fixtures, switchboard, etc.
- Computerized Analysis– complete lighting and final power load calculations including PEPCO information regarding available short circuit current and maximum permissible inrush current.
- All other – communications, security alarm, etc.
- Manufacturer's catalogue cuts of power equipment, wiring devices and lighting fixtures.
- Marked-up plans, computations, notes and a copy of the University's review comments (with annotated action take by A/E) from the previous submission.
- Miscellaneous utilities information from suppliers.

3.5.2.9. Mechanical HVAC:

- Floor plans, roof plan – all HVAC units, registers, louvers, controls, piping, ductwork and their sizes etc.
- Risers, control diagrams and description, all mechanical notes and details
- Capacities of boilers, chillers, fans, pipe sizes, valves, expansion tanks, and other associated equipment, accessories and data as well as schematic flow diagram (s)
- Complete computerized Analysis for each room – heat loss, heat gain, ventilation, and total building load with air supply/return and outside air.
- Fuel tanks, piping, and sizes etc.
- Equipment schedules, catalogue cuts.
- Boiler and equipment room size and layout. Room layout and vertical sections (where needed) at ¼ "scale, minimum.
- Marked-up plans, computations, notes and copy of an OPM review comments (with annotated action taken by A/E) from the previous submission.

3.5.2.10. Plumbing:

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

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

- Schedules – completed and catalogue cuts.

- Toilet and equipment room layouts at ¼" scale, minimum.

- Computerized load analyses and sizing calculations.

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

3.5.2.11. Specifications:

The Architect-Engineer shall prepare and submit one (1) copy of the architectural, structural, mechanical, plumbing and electrical specifications for review. Preparation of specifications shall be accomplished by using latest version of the MASTERSPEC Specifications (as a guide) in accordance with the requirements set forth below, as well as loaded on computer disk (or CD) properly labeled with Project No., Project Title and date.

- The District may furnish the Architect-Engineer a latest version of MASTERSPEC Specification to be used as a guide. However, if the A-E is required to procure the MASTERSPEC that will be included in the Appendix A. The Architect-Engineer shall modify the MASTERSPEC Specification as may be needed to meet the project requirement. Items appearing therein, which are not included in the project, shall be omitted. New paragraphs and sections shall be developed as required and shall conform to the standard format, using section numbers format of the MASTERSPEC.

- Proprietary materials and systems shall not be indicated or specified without prior written approval

- The use of trade and manufacturer's names to describe a product, material, fixture or type of construction shall be avoided. If and when it becomes necessary to make such a reference, the specifications shall state that the reference is made to establish a standard of quality and performance only, and not for the purpose of limiting competition. The A-E shall include salient futures of the item or equipment specified.

- Specifications for materials, equipment and fixtures shall be written in terms of physical characteristics, chemical composition tests, performance, or any combination of these as may be applicable.

- Specify only such articles, materials, and supplies as have been manufactured in the United States substantially from articles, materials, or supplies mined, produced, or manufactured (as the case may be) in the United States. This provision shall not apply to such articles, materials, or supplies of the class or kind to be used or such articles, material, or supplies from which they are manufactured, as are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be expected by the Contracting Officer under the provisions of Title III, Section 3, of the Act approved March 3, 1933, 47 Stat. 1520 (U.S. Code, Title 41, Sec. 10b), as amended.

- One (1) copy of all manufacturers' catalogs, specifications or similar materials referred to in the specifications and/or plans shall be submitted when requested by the University.

3.5.2.12. Color Charts:

Color charts shall be submitted as follows:

- Color charts shall be prepared and submitted with Color Design Section of specifications.

- Individual boards shall be approximately 12" x 15". Display an actual sample whenever practicable of each color specified for every material used. Number of display boards will depend on site and quantity of samples.

- Miniature samples should be used if possible. Lithographs generally are not acceptable. For ceramic floor tiles, use sufficient individual tiles to show pattern.

- Paper reproductions of items such as metal partitions, steel equipment, laminated plastics, porcelain enamels, and similar facsimiles which appear to be actual finishes specified are acceptable.

- Where large and/or heavy samples (e.g. brick, cast stones, etc.) are required, it is not necessary to mount these on display boards, however, they must be properly identified with project name and number, D.C. Color Code and manufacturer's identification.

3.5.2.13. Miscellaneous:

- Elevators, escalators, dumb-waiters, pneumatic tube, waste and other transportation systems.
- Special equipment – swimming pools, food services, etc.
- Trash and disposal equipment.

3.5.2.14. Construction Cost Estimates:

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

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

Explanation of Terms on Recapitulation Form:

Gross Building Area: The gross square foot areas shall include all spaces (including all openings in floors) measured to the exterior surfaces of the enclosing walls for all floors, basements, balconies, mezzanines, usable attics, service and equipment rooms, penthouse(s), enclosed passages, and tunnels. The total shall include ½ the gross area for pitched roof space (not usable attic), roof enclosures, cornices, areaways, pipe spaces, crawl spaces, covered areas, such as open play areas under buildings, and all other unfinished excavated spaces." The item 1.0 "General Expenses": These are the costs experienced by the General Contractor, which are not covered in the other items enumerated on the Recapitulation form.

The computation copy shall be sharp and legible.

3.5.2.15. Computerized Design Analyses:

The Architect-Engineer shall prepare design analyses in reproducible form complete in such detail as to accurately reflect the development of all engineering design, and sufficient to support all design work prepared to date. Mechanical and Plumbing Design Analysis shall: (i) be complete and shall

include detailed room by room heat loss and heat gain calculations; (ii) load summaries; (iii) detailed equipment selection calculations with major performance data and dimensions of all major equipment items; (iv) air balance calculations; (v) ventilation calculations; and (vi) pipe and duct sizing, diagrams, etc.

Computer Software:

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

3.6. COMPLIANCE (FINAL) (V):

3.6.1 Definition:

The Compliance Phase will consist of all contract documents fully completed, signed and ready to print prior to issuance for bids.

The plans shall be the originals on material as approved by Government prior to start of design, as well as accomplished by computer disk (or CD) loaded with the entire design work and with proper labels. The labels shall identify project number (s), project title and date as well as Contract number.

3.6.2. Technical Specifications:

In accordance with the approved specifications, Final Specifications shall be prepared for reproduction by Photocopy or offset process. The originals shall be printed on sheets of 8" x 10-1/2" bond paper with margin for side binding, Times New Roman font type and black imprint. All corrections must be legible and permanent; use of stick-on's, piecing, tape, or other adhesive to effect corrections will not be acceptable. The Architect-Engineer shall submit originals only, and shall retain one (1) complete reproducible set and loaded computer disk or CD as a contingency against loss of the originals. Wherever in the specification an item is designated to be installed or performed "where indicated" or "as shown on the drawings" or words of like import, it shall be the responsibility of the Architect-Engineer to check such drawings and determine if such requirement is in fact shown and/or indicated with sufficient clarity so as to preclude the possibility of disagreement to contract requirement during the actual construction of the facility as designed.

3.6.3. Design Analysis:

The Architect-Engineer shall submit (i) one (1) reproducible and (ii) two copies of all final corrected design analyses, complete in every respect and (iii) one set of computer disks (or CD) loaded with the entire Design Analysis. The disks/CD's shall be labeled as indicated for previous submission.

3.6.4. Rendering:

The Architect-Engineer shall submit one perspective rendering in color, when required by Appendix "A". Rendering shall be of professional quality and shall be furnished matted, suitably framed, protected with non-glare glass, and ready for 'hang' mounting. Additionally, the Architect-Engineer shall be guided by the following:

(a) Preliminary Sketch Submission:A preliminary sketch of the proposed rendering shall be submitted for UDC review and approval with respect to items "b" and "c" below prior to proceeding for finalization.

(b) Size: The rendering shall be appropriate for the scale of the building portrayed and as may otherwise be dictated by good practice and pleasing proportions. Generally, any overall dimensions (including frame) in excess of approximately 30" x 40" will not be considered necessary.

(c) Perspective Viewpoint: It may be either eye-level or bird's-eye view taken from a point which will best show the scope and aesthetic quality of the project. At least one full principal façade must be shown. Foregrounds for purposes of relating to scale, may show persons, landscaping, vehicles, equipment, etc., provided they do not obscure important architectural elements or otherwise invite attention away from the primary purpose of the rendering which is the delineation of the architectural quality of the building. Shade and shadows shall be used to emphasize architectural and other features as appropriate.

(d) Medium:Delineators may have an option with respect to preference for working with Tempra, water colors, ink washes, conte, etc., provided the colors will reasonably approximate the texture and color of the materials to be used in the construction, and provided further, that when photographed, the reproduction will be in colors that are true to the rendering. When the reproduction is in black and white, there shall be no significant loss of either lines or tones. Collage for any purpose except lettering will not be accepted.

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

(f) **Photographs**: The Architect-Engineer shall submit photographs of the rendering as follows: (i) one black and white negative, three 8"x 10" prints and one 16" x 20' print; and (ii) one color negative, three 8" x 10" prints and one 16" x 20" prints.

4. ARCHITECT-ENGINEER'S RESPONSIBILITY:

The aforementioned procedures are designed to enable the Architect-Engineer to proceed from Design Development Phase approval to completion of plans and specifications without interruption. It is anticipated that these procedures will be conducive to both the accuracy and efficiency. Finally, the Architect-Engineer is totally responsible for the accuracy, coordination and completeness of the

drawings and specifications. The University's reviews are only for the application of good design principles and practices.

The preparation and/or transmittal of BUDGET DRAWINGS for any project shall be at the discretion of the Contracting Officer or his/her authorized representative. Their primary intent is for internal use by the University for project definition and budgetary purposes. BUDGET DRAWINGS furnished to the Architect-Engineer are intended to be used for general information purposes only. The University makes no warranty, expressed or implied, with respect to their completeness, accuracy, or consistency with Appendix "A", or compliance with Federal and District of Columbia Laws and Regulations. The negotiated and mutually agreed fee for professional services is for the Architect-Engineers to strive for excellence in design through his own freedom of expression and expertise. Architect-Engineer are cautioned that when at their OPTION, the creation of a complex design results in greater design costs, same shall not be the reason or justification for any increase in fee.

5. PROJECT MANAGER:

Project Manager (PM) serves as the liaison between the Architect-Engineer, the University, and other participating agencies and as the Contracting Officer's Technical representative (CA), is the official representative of the Contracting Officer on the project. It is essential and required that all information, both to and from the Architect-Engineer, be through the PM. The Project Manager is the focal point of all activities regarding the assigned project(s) and serves as coordinator between the A-E and the University.

6. SMALL SCALE DRAWINGS:

The Architect-Engineer shall provide small-scale drawings of floor plans for the new additions and existing buildings and the site along with the final submission of the contract drawings. Drawings shall be 1" - 30' scale. Minimum sheet size is 11" x 17". Site plans shall be drawn at a scale of 1"-50'. Record square foot area on each floor plan as well as the square feet area on the site plan. Submit the originals reproducible and one (1) set of prints.

7. PAYMENTS:

The Contract between the Architect-Engineer and the University of the District of Columbia permits payments during the contract life based on the approved quantity of work accomplished, at each specified submission phase.

(1) Architect-Engineer's requests for partial payments will be processed for payment only when Contracting accompanied by a "Monthly Progress Report" (see item 3.3.D (2). Request for payment for Title II services are excluded.

(2) Partial Payments will be made upon request of, and for the percentage of completed work certified by the Architect-Engineer and as computed and approved by OPM. In no case shall payments be made that will exceed the specific reference points or "milestones" shown on the Architect-Engineer's submission phase. In no event will requests for partial payments be accepted more frequently than once each month, nor for amounts on excess of value of work completed and determined technically acceptable to the University.

(3) All requests for payments shall conform to the standard format (see Chart IV). "Less Previous Payments" must reflect the cumulative total of all prior payments actually received.

(4) The 10% withholding or retainage of fee will prevail throughout the life of the contract pending completion and acceptance of all work.

(5) Payment for change order work will be made only after the Change Order is executed by the Contracting Officer.

(6) Payments are made by check and will be mailed to the address provided in the contract.

(7) A request for payment of 100% (less 10%) will be made only after the University approves final compliance documents. Upon determination that no further work shall be required of the Architect-Engineer, a 'Notice of Acceptance' shall be issued by the University and a Final Payment of all residual amounts due, shall automatically be paid.

8. TIME EXTENSION

The request for a time extension shall be submitted on a monthly basis. This is essential for the CA to review the request during the period when circumstances are clear to both the A-E and the University. All time extension requests shall be current. If the request for time extension is approved, the Contracting Officer will issue a change order to extend the time for completion. If no action is taken by the Contracting Officer, by the time the next report is due, the Architect-Engineer shall include his request once again and also include any new requests for time extension until the time extension is granted or denied. If the time extension is denied he may appeal the decision by providing additional information if he finds it to be necessary.

9. MINUTES MEETING:

The Architect-Engineer shall be responsible for acting as recorder at all meetings, which he attends. Examples are The University Community, the Board of Trustees, Fine Arts Commission, National Capital Planning Commission, and Government Agencies. 'Memorandum for Record' of such meetings shall be typewritten and furnished to the University for review and approval, and such distribution as may be required, within five (5) calendar days from the date of the meeting.

10. CERTIFICATION OF DRAWINGS:

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

11. BUILDING PERMITS:

The Architect-Engineer shall be responsible for obtaining any such building permits and clearance as may be required for the construction of the Project (s). Public Law and D.C. Regulations require permits and clearances. For example, if the project is located in a historic area or is a property listed on the register of historic places, clearances to proceed must be provided by either the Joint

Committee on Landmarks or the Commission of Fine Arts. The conduct of preliminary reviews at the conceptual design stage in conjunction with the Permit Center is encouraged and recommended particularly, when complex or high cost projects are involved. Step 1 in the procedure for review and permit issuance is to initially contact the Permit Information Counter (the location and telephone number can be obtained from the Project Manager).

The Architect-Engineer shall submit five (5) sets of drawings to the Permit Processing Center. The Center will retain one (1) set for their permanent file. The remaining four (4) sets of Approved Drawings and the Permit will be given to the Architect-Engineer who in turn will deliver the same to the University Project Manager.

The Architect-Engineer, for no additional fee, shall be responsible to make any and all changes and/or corrections as may be required by the Department of Consumer and Regulatory Affairs; compliance being a mandatory requirement prior to the issuance of a Permit.

Architect-Engineer compensation for performing these services shall be included as a part of the Title I portion of the fee. The actual Permit fee is not included in the Title I service. The University will pay the permit fee. If requested the A-E shall pay the permit fee and submit his request for payment for the actual amount of the permit fee by enclosing a copy of the paid receipt.

Final payment will not be approved and work required under Title I services will not be considered complete until the construction building permit is approved by all the required agencies and is permit ready for pick up either by the A-E or by the Contracting Officer or until the A-E satisfactorily completes all the requirements related to procuring the permit.

Appendix 'C'
Campus Master Plan
Available at www.udc.edu, click on Capital Procurement

Attachment A
Architect-Engineer
General Provisions

GENERAL PROVISIONS
(ARCHITECT - ENGINEER CONTRACTS)

JANUARY 19, 1989

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1 Definitions

1.1 The term "Contracting Officer" as used herein means the person vested with authority to execute this agreement on behalf of the District and includes a duly appointed successor delegate.

1.2 The term "District" shall mean the District of Columbia Government.

1.3 The term "Architect-Engineer" or "A-E" or "Consultant" means the individual, individuals, and or firm identified as the "Architect-Engineer" in the preamble of this Agreement.

1.4 The term "Agreement" shall also mean "Contract" and vise versa.

2 General

2.1 The Contracting Officer shall have authority to take any action provided for herein on behalf of the District, including approvals, certifications, vouchers, acceptance and changes within the scope of work.

2.2 The Architect-Engineer's period of performance shall commence on the effective date as agreed and as specified in each task order issued by the Contracting Officer and ends on the date all required services are satisfactorily completed and products delivered.

2.3 All work shall be prosecuted under the full time direction of a principal officer or responsible representative of the Architect-Engineer, approved by the Contracting Officer. The design *of* architectural, structural, mechanical, plumbing, electrical, or other engineering features of the work shall be accomplished and/or reviewed and certified by architects or engineers registered to practice in the District of Columbia in the particular professional field involved.

2.4 The Architect-Engineer shall furnish sufficient technical, supervisory and Administrative personnel to insure the efficient prosecution of the work in accordance with the approved progress schedule.

2.5 The Architect-Engineer agrees that duly authorized representatives of the District shall have access, at all reasonable times, to inspect and make copies of all notes, designs, drawings, specifications or other technical or non-technical data including but not limited to payroll of personnel on this contract pertaining to the work to be performed under this Agreement.

3 Progress Schedules and Reports (See ARTICLE I, SECTION 5)

3.1 The Progress Schedule in a simple Bar Chart form shall be furnished by the Architect-Engineer for each task order for approval within five (5) calendar days of its issuance by the Contracting Officer.

"The Architect-Engineer shall update and update the Progress Schedule on or about the 25th day of each month and shall within five (5) days thereafter deliver two (2) copies thereof to the Contracting Officer Technical Representative (COTR).

4 Responsibility of the Architect-Engineer (See ARTICLE I)

4.1 The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished. The Architect-engineer shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specification, and other services.

4.2 Neither the District's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this agreement, and the Architect-Engineer shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the Architect-Engineer's negligent or intentionally wrongful act, omission or default while performing any of the services under this Agreement.

4.3 The Architect-Engineer shall accomplish the design services required under each task order. These services shall include but not limited to the services required to enable the District to award the related construction contract, pursuant to standard District procedures, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price set forth in this contract. When bids or proposals for the construction contract are received which exceed such estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within such funding limitation.

These additional services shall be performed at no increase in the price of this contract. However, the Architect-Engineer shall not be required to perform such additional services at no cost to the District, if the unfavorable bids or proposals are the result of unforeseeable causes beyond the control and without the fault and negligence of the contractor.

4.5 The Architect-Engineer shall promptly advise the Contracting Officer if he finds that the project being designed will exceed or is likely to exceed the funding limitations and he is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Architect-Engineer's revised estimate of construction cost. The Contracting Officer may, if he determines that the estimated construction contract price set forth in the Task order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope of materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth elsewhere in the contract, or he may adjust such estimated construction contract price. When bids or proposals are not solicited or where they are unreasonably delayed, the District shall prepare an estimate of constructing the design submitted and such estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

4.6 The Architect-Engineer shall not be required to perform additional services if the unfavorable bids or proposals are the result of unforeseeable causes beyond the control and without the fault or negligence of the contractor. If bids or proposals are not solicited within 180 days following the District's acceptance of the services to be provided under each task order, the approved District estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

4.7 The rights and remedies of the District provided for under this contract are in addition to any other rights and remedies provided by law.

5 Changes

5.1 The Contracting Officer may at any time by written order, make changes to this contract including but not limited to the scope of services to be performed under each task order. If such changes cause an increase or decrease in the Architect-Engineer's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be made in writing to the contracting Officer within ten (10) days from the date of receipt by the Architect-Engineer of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under this contract. Generally, the time of performance of this contract and or each task order may be extended for the administrative convenience of the District or for other purposes whenever the Contracting Officer determines such action will not adversely affect the District's interest. Any time extensions shall not be a cause for additional fee or other related cost.

5.2 If the parties fail to agree upon the adjustment to be made, the dispute shall be processed as provided in Section 8 hereof entitled "Disputes". Nothing provided in this section shall excuse the Architect-Engineer from proceeding with the prosecution of work so changed.

6 Payments (See ARTICLE VII)

6.1 Estimates shall be made periodically (not more often than monthly) of the amount and value of the work and services performed by the Architect-Engineer under this contract, such estimates to be prepared by the Architect-Engineer and accompanied by such supporting data as may be required by the COTR.

6.2 Upon approval of such estimate by the COTR and presentation of properly certified vouchers by the Architect-engineer, payment of up to 90% of the estimated amount as determined above, less all previous payments, shall be made as soon as practicable; provided, however, that if the COTR determines that the work is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the District, he may in his discretion release to the Architect-Engineer such excess amount.

6.3 Upon the satisfactory completion of the work and formal notification of its final acceptance by the Contracting Officer, the Architect-Engineer shall be paid the unpaid balance of any money due hereunder, including retained percentages. Prior to such final payment under this contract or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the District arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.

6.4 All drawings, designs, specifications, architectural designs of buildings and structures, notes and other architect-engineer work produced I the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work shall be and remain the sole property of the Government and may be used on any other work without additional cost to the Government. With respect thereto, the Architect-Engineer agrees not to assert any rights or to establish any claim under the design patent or copyright laws and not to publish or reproduce such matter in whole or in part or in any manner or form, or authorize others so to do without the written consent of the District, until such time as the District may have released such matter to the public. Further, with respect to any architectural design which the District desires to protect by applying for an prosecuting a design patent application or otherwise, the Architect-Engineer agrees to furnish he Contracting Officer such duly executed instruments and other papers (prepared by the District) as are deemed necessary to vest in the District the rights granted it under this clause. The Architect-Engineer agrees to furnish and provide access to the originals or copies of all such materials on the request of the Contracting Officer for a period of three (3) years after completion of the project.

7 Termination

7.1 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT: The District reserves the right to terminate this contract in whole or from time to time in part, for the convenience of the Government in accordance with the provisions of Chapter 37 of the D.C. Procurement Regulations, Title 27 DCMR (July 1988).

7.2 TERMINATION FOR DEFAULT: Subject to the provisions of paragraph 7.4 below, the District may by written notice of default to the Architect-Engineer, terminate the whole or any part of this contract in any of the following circumstances:

(1) If the Architect-Engineer fails to make satisfactory delivery of the supplies or to perform satisfactorily the services within the time specified in the task order or in any modification or any extension thereof; or

(2) If the Architect-Engineer fails to perform or is in violation of any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(3) If the Architect-Engineer fails or refuses to go forward with the work in accordance with the directions of the Contracting Officer;

(4) If the Architect-Engineer expresses through word or conduct an intention not to complete the work in a timely manner; or

(5) If the Architect fails to perform any of the other provisions of the contract.

7.3 In the event the District terminates this contract in whole or in part as provided in paragraph 7.2 of this clause, the District may upon such terms and in such manner as the Contracting Officer may deem appropriate, re-procure supplies or services similar to those so terminated, and the Architect-Engineer shall be liable to the District for any excess costs for re-procuring similar supplies or services, provided, that the Architect-Engineer shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

7.4 The Architect-engineer shall not be liable for any excess re-procurement costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Architect-Engineer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually sever weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Architect-Engineer.

7.5 If this contract is terminated as provided in paragraph 7.2 of this clause, he District, in addition to any other rights provided in this clause, may require the Architect-Engineer to transfer title and deliver to the District, in the manner and t the extent directed by the Contracting Officer, (1) completed supplies, and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings information and contract rights (hereinafter called "manufacturing materials") as the Architect-Engineer has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Architect-Engineer shall upon direction of the Contracting Officer, protect and preserve property in possession of the Architect-engineer in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to an accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Architect-Engineer and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clauses of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Architect-Engineer for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against lost because of outstanding liens or claims of former lien holders.

7.6 If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Architect-Engineer was not in default under the

provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Architect-Engineer was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the District, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. Failure to agree to any such adjustment shall constitute a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

7.7 The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7.8 As used in paragraph 9.3 of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8 Disputes

8.1 If a dispute arises relating to the contract, the Architect-Engineer may submit a claim to the Contracting Officer who shall issue a written decision on the dispute within sixty (60) calendar days after receipt of the claims.

8.2 "Claim" shall mean a written request submitted to the Contracting Officer for payment of money, adjustment of contract terms, or other relief, which is in dispute or remains unresolved after a reasonable time of its review and disposition by the District Government, and for which a Contracting Officer's decision is demanded.

8.3 The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless, within 60 days from the receipt of such decision (the 60-day period shall start on the date the Contracting Officer's written decision is received by the Architect-Engineer), the Architect-Engineer submits a claim in writing to the Contracting Officer, for an informal hearing and decision. The decision of the Contracting Officer, shall be final and not subject to review by any forum, tribunal or Government agency unless, within 90 days from the date of receipt of a decision of the Contracting Officer or, if no decision is issued within the time limits of the Procurement Practice Act (Sec. 805), within 90 days of the expiration of the applicable time limit, a written notice of appeal is filed with the District of Columbia Contract Appeals Board.

8.4 The decision of the Contract Appeals Board for the determination of such appeals shall be final and conclusive unless within one hundred-twenty (120) days after the date of receipt of the Board's decision, the Consultant or District appeals the decision of the District of Columbia Court of Appeals as set forth in D.C. Code Sec. 1-1189.5 (1981 Ed.).

8.5 The Architect-Engineer shall proceed diligently with performance of this contract, pending final resolution of any request for relief, appeal or action related to the contract, and comply with any decision of the Contracting Officer.

9 Examination of Records

The following clause is applicable if the amount of this contract exceeds $2,500.00.

9.1 The Architect-Engineer agrees to preserve all books, records, documents, and other evidence bearing on or reflecting costs and expenses under this Agreement and agrees that the Contracting Officer or any of his duly authorized representatives shall have access and the right to examine any pertinent books, documents, papers and records of the Architect-Engineer involving transactions related to this contract until expiration of three (3) years after final payment under this contract.

9.2 With respect to records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the District or any of its duly authorized representatives, the periods of access and examination described shall continue until such appeals, litigation, claims or exceptions have been finally resolved.

9.3 The Architect-Engineer further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees to preserve all books, records, documents, and other evidence bearing on or reflecting costs and expenses under this Agreement and agrees that the Contracting Officer or any of his duly authorized representatives shall have access to pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract as set forth in 9.1and 9.2 hereof. The term "subcontractor" as used in this clause excludes subcontracts not exceeding $2,500.

10 Covenant Against Contingent Fees

10.1 The Architect-Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a bonus, commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Architect-Engineer for the purpose of securing business. Breach of this warranty shall give the Contracting Officer the right to terminate this contract without liability, or in his discretion, the right to terminate this contract without liability, or in his discretion, the right to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such bonus, commission, percentage, brokerage, or contingent fee.

11 Officials Not to Benefit

11.1 No member or delegate of Congress, or official or employee of the District shall receive or have an interest in any share or part of the Contract, as proceeds or any benefit that may arise therefrom. Any such contract entered into by any Contracting Officer in which he or any official or employee of the District is personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof. This provision shall not be applicable to any such contract if made for the general benefit of a corporation in which the officer or employee, or member or delegate of Congress is a minority shareholder.

12 Employment of District Employees

12.1 The Architect-Engineer shall not, without written permission from the Contracting Officer, engage the services of any person or persons in the employment of the District of Columbia for any work required, contemplated or performed under this Agreement.

13 Post-Government Employment Conflict of Interest

13.1 Pursuant to Public Law 95-521, as amended, no former employee of the United States or Government of the District of Columbia:

(1) Shall knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement where the former Government employee participated personally and substantially in this matter while employed with the Government.

(2) Shall, within two (2) years after terminating Government employment, knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement, where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of Government service.

13.2 Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States Government or the District of Columbia Government, named in or designated by the Contracting Officer of the Office of Government Ethics under Section 207(d) of Title 18 USC:

(1) Shall, within two (2) years after terminating Government employment, knowingly represent or aid, counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any Government agency in connection with a matter involving specific parties, where the former employee participated personally and substantially in that matter while employed with the Government.

(2) Shall, within one (1) year after terminating Government employment, knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or, with the

intent to influence, make any written or oral communication on behalf on anyone to (1) his or her former Department or agency or any of its officers or employees, or (2) in connection with any particular Government matter, whether or not involving a specific party, which is pending before such Department or agency or in which it has a direct and substantial interest.

14 Dismissals

14.1 Should the continued employment of any person or persons in the Architect-Engineer's organization under this Agreement be deemed by the Contracting Officer to be prejudicial to the interests of the District, such person or persons shall be immediately removed from the work hereunder. The Architect-Engineer shall make every effort in the selection of his employees and in the prosecution of the work under this Contract to safeguard all drawings and specifications, and to prevent the theft, conversion or unauthorized use of the same.

15 Compliance with Federal and District of Columbia Laws and Regulations

15.1 The Architect-Engineer shall at all times observe and comply with all laws, codes, regulations, orders and decree set forth by any department, agency or branch of, (i) the United States Government, or (ii) the District of Columbia, and shall indemnify and save harmless the District of Columbia and all of its officers, agents, employees and servants against any and all claims or liability arising from, or based on, the violation of any such law, code, regulation, order or decree, whether

by the Architect-Engineer, an employee or agent of the Architect-Engineer, any person, firm or corporation employed or engaged by the Architect-engineer or contractually associated with him in the performance of, or in connection with, he work required, contemplated or performed under this Agreement.

16 Equal Opportunity: Non-Discrimination in Employment

16.1 During the performance of this contract, the Architect-Engineer shall comply with the provisions of Mayor's Order 85-85 as implemented by Chapter 11 – Equal Employment Opportunity Requirements in Contracts, both of which are designated Attachment 'A' to this Agreement and incorporated by reference thereto.

17 Appointment of Attorney

17.1 The Consultant shall designate and appoint a person, located within the District, whether the Consultant himself, an individual, a partnership or corporation or member thereof, an attorney, attorney-in-fact, agent, or representative, who shall receive service of all notices and process issued by any court or agency of the District and all pleadings or other papers related to any legal action or proceedings arising out of, or pertaining to, this Agreement or the work required by, or performed hereunder.

17.2 The Architect-Engineer expressly agrees that the validity of any service upon the person or entity designated pursuant to Section 17.1 hereof shall not be affected either by the fact that the Architect-Engineer was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the designated person or entity, or by the fact that the Architect-Engineer failed to receive a copy of such process, notice, pleading or other paper so served upon the designated person or entity.

17.3 The Consultant shall immediately inform the Contracting Officer in writing of any change in the designation required by Section 17.1 hereof, whether such change is in the designee, the address or telephone numbers.

18 Indemnification

18.1 The District shall have an absolute right of indemnity against any and all claims or liability arising from or based on, or as a consequence or result of, any negligent act, error, omission or fault of the Architect-Engineer, its employees, or its subconsultants in the performance of, or in connection with any services required, contemplated or performed under the contract; any and all claims or liability arising from or based on, or as a consequence or result of, any act of approval, inspection, supervision, or acceptance, or any failure to approve, inspect, supervise, or accept, by the District and any of its officers, agents, servants or employees, where such act or failure to act causes or contributes to any negligent act, error, omission, or fault of the Architect-Engineer, its employees, or its

subconsultants in the performance of, or in connection with any services required, contemplated or performed under the contract. Monies due or o become due the Architect-Engineer under the contract, may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Architect-Engineer.

19 Subcontractors and/or Outside Associates and Consultants

19.1 Any subcontractors and/or outside associates or consultants required by the Architect-Engineer in connection with the services covered by this Contract shall be limited to such individuals or firms as were specifically identified in the Architect-Engineer's written proposal and approved by the District during negotiations. Any proposed changes in such subcontractors, associates, or consultants shall be subject to the prior written approval of the Contracting Officer.

19.2 Any agreement the Architect-Engineer makes with a subcontractor, outside associate or consultant shall incorporate specifically or by reference thereto, each and every provision of this Agreement and the Attachment(s) and Appendices hereto.

20 Waiver

20.1 No action or non-action of the District shall be construed as a waiver of any provision or any breach of this Contract unless the same has been expressly declared and recognized as a waiver by the Contracting Officer in writing. No

waiver so declared and recognized as such in writing by the Contracting Officer shall operate as a waiver of any other provision of subsequent breaches of the same or other provisions of this Agreement.

21 Patents

21.1 The Architect-Engineer hereby expressly agrees and covenants that he shall indemnify the District, its officers, agents, servants, and employees from liability or claims of every nature and kind, including costs and expenses, for or on account of any patented or unpatented invention, article, process or appliance used or incorporated in the facilities and structures by the design, plans, or specifications prepared by the Architect-Engineer hereunder. Where proper construction of the facilities and structures makes necessary the use of nay such invention, article, process or appliance; and the Architect-Engineer has specifically or by implication approved or adopted the use of such invention, article, process or appliance, the Architect-Engineer expressly agrees and convenants that he shall hold harmless and indemnity the District against any and all claims or liability arising therefrom.

22 Transfer or Assignment of Agreement

22.1 Unless otherwise provided by law, neither this Agreement nor any interest herein may be transferred or assigned by the Architect-engineer to any other party without the written consent of the Contracting officer. Any attempted transfer or assignment not authorized by this section shall constitute a breach of this Agreement and the District may for such cause terminate in the manner provided

in Section 7 of this Agreement, the right of the Architect-Engineer to proceed and the Architect-Engineer shall be liable to the District for any excess costs of re-procuring the same or similar services occasioned thereby.

23 Qualifications

23.1 The Architect-Engineer hereby warrants that the signature or signatures herein before affixed are duly authorized; further, the Architect Engineer warrants as a true statement any and all statements of qualification with respect to, but not limited to, professional status, premises, employees, experience and financial standing such as may be set forth in a "U.S. Government Architect-Engineer Questionnaire, Form 254" or other documents furnished to, or required by, the District for the purpose of securing the District's consent to enter into this Agreement. Misrepresentation shall be cause for termination of the Agreement, and such other action as may be appropriate, including without limitation, suspension and debarment and civil or criminal penalties.

24 Consultant's Warranty Against Debarment

24.1 The Architecture-Engineer shall comply with this General Provision by completing the "Certification of Eligibility" attached hereto and submitting it with this Agreement for work or services.

25 Participation by Foreign Consultants

25.1 The Department will not consider for award any proposals submitted by any Consultant, and will not consent to subletting any portions of the contract to any Consultant of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurements for public work projects. In addition, no product or any such listed country shall be permanently incorporated into the project. This General Provision applies to the participation of Consultants and products of the following countries which have been listed by the United States Trade Representative:

Japan

For the purpose of this General Provisions:

(1) Any Consultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a Consultant of such foreign country. The term "consultant" is defined in Section 1.3

(2) Any product, or which fifty percent or more of is cost is attributable to production or manufacturing in a foreign country, shall be considered to be a product of such foreign country.

Attachment B
Tax Certification Affidavit
Available at
www.udc.edu/procurement,
Under "Vendor Forms"

Attachment C
DOES First Source Employment Agreement Available at www.udc.edu/procurement, Under "Vendor Forms"

Attachment D
Equal Employment Opportunity (EEO) Information Report and Mayor's Order 85-85
Available at
www.udc.edu/procurement,
Under "Vendor Forms"

Attachment E
Insurance Requirements

ATTACHMENT E
INSURANCE

A. GENERAL REQUIREMENTS. The Contractor 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 Contracting Officer 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 Contracting Officer. 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. 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; $1,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the University of the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Workers' Compensation Insurance. The Contractor shall provide 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 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.

3. Professional Liability Insurance (Architect & Engineers): The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this contract.

   The policy shall provide limits of $1,000,000 per occurrence for each wrongful act and $1,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and including the University as additional insured.

4. Crime Insurance. The Contractor shall provide crime insurance as follows: $1,000,000 per occurrence for each wrongful act and $1,000,000 per aggregate for each wrongful act, including the University as additional insured.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. 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.

D. 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.

E. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds.

F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

G. 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. Evidence of insurance shall be submitted to:

Sherry Jones-Quashie
Director
4200 Connecticut Avenue, NW
Building 38, Room C03
Washington, DC 20008
sjones-quashie@udc.edu
Tel: (202) 274-5752

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the University 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.

The Certificate of Insurance must contain language that includes:

1) University of the District of Columbia, Capital Procurement Division for relocation services
2) Additional insured endorsement naming the University of the District of Columbia as additional insured with respect to work or services performed under the contract.
3) Primary and Noncontributory Coverage –

a) A Contractor's insurance policy shall be primary and noncontributory; and
b) No other insurance from any other entity shall apply before the Contractor's insurance coverage and limits of liability are exhausted"

4) Waiver of Subrogation Endorsement
   a) the policy shall contain a waiver of subrogation endorsement in favor of the University for all claims made against the University, its officers, directs, agents, and employees, except with respect to Workers' Compensation and Professional Liability.