Request for Qualifications and Proposal
For Design-Build Contractor

March 21, 2016

McMillan Infrastructure Project
# TABLE OF CONTENTS

I. Request for Qualifications and Proposal  
II. Project Description  
III. Scope of Services  
IV. Project Time Line  
V. Confidentiality  
VI. Firm Resume  
VII. Recent Project Experience  
VIII. Proposed Project Team  
IX. Project Approach  
X. Proposal Instructions  
XI. Proposal Selection Criteria  
XII. Interviews  
XIII. Reservation of Rights  
XIV. Miscellaneous Provisions  
XV. Exhibits  
   A. Bid Form (included for information only)  
   B. 30% Design Development Documents (TBP to most qualified proposers)  
   C. Existing Consultant Team Members (TBP to most qualified proposers)  
   D. Proposed Design-Build Agreement (TBP to most qualified proposers)  
   E. Economic Inclusion and Green Building Requirements (TBP to most qualified proposers)  
   F. Insurance and Bond Requirements (TBP to most qualified proposers)  
   G. Geotechnical Report (TBP to most qualified proposers)  
   H. Existing Conditions Assessment & Feasibility Evaluation (TBP to most qualified proposers)  
   I. Historic Preservation Report (TBP to most qualified proposers)  
   J. Planned Unit Development (PUD) Master Plan (TBP to most qualified proposers)  
   K. Entitlement Approvals (TBP to most qualified proposers)  
   L. Pad Site Definitions (TBP to most qualified proposers)  
   M. Public Space Improvement Narrative (TBP to most qualified proposers)  
   N. Environmental Site Assessment (TBP to most qualified proposers)  
      1. Phase I  
      2. Phase II
I. REQUEST FOR QUALIFICATIONS AND PROPOSAL (“RFQ&P”)

Vision McMillan Partners LLC (“VMP”) invites submission of a Statement of Qualifications and a Proposal to provide design-build services for the McMillan Infrastructure Project. A qualified design-build contractor shall be selected via a two stage process as outlined in Section X of this RFQ&P.

REQUEST FOR QUALIFICATIONS

Proposers are hereby asked to submit a Statement of Qualifications in accordance with the prequalification process in Section X via the website below by 5:00 pm EST on April 1, 2016. Any submission received after the deadline may be disqualified.

Website: http://envisionmcmillan.com/DBCRFP/

REQUEST FOR PROPOSAL

A shortlist of proposers who submit the highest ranked Statement of Qualifications shall be selected and asked to provide Proposals (“Qualified Proposers”). The Qualified Proposers shall be provided access to the remaining documents of the RFQ&P and exhibits by April 8, 2016 to develop their Proposals to this solicitation.

Digital copies of Proposals shall be sent to the following email address by May 5, 2016 with five (5) hard copies overnighted for delivery by 5pm the following business day to:

    ATTN: Project Manager
    Vision McMillan Partners
    1508 U Street NW
    Washington, DC 20009
    Email: info@envisionmcmillan.com

PRE-PROPOSAL CONFERENCE and SITE TOUR

A pre-proposal conference with site tour shall be scheduled for the Qualified Proposers.

REQUESTS FOR INFORMATION

Qualified Proposers are expected to review the provided materials and send any questions or requests for information via electronic mail no later than 5:00pm EST on April 22, 2016 to:

    ATTN: Project Manager
    Email: info@envisionmcmillan.com
    Subject: McMillan RFQ&P Questions

Answers or clarifications in response to these requests from Qualified Proposers shall be prepared in writing by VMP and will be distributed to all Qualified Proposers. Qualified Proposers shall not direct questions to any other person at VMP or anyone within DMPED or the District of Columbia Government.
II. PROJECT DESCRIPTION

VMP is in contract with the District of Columbia, acting by and through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), to perform development management services related to the McMillan Sand Filtration Site, which is owned by the District of Columbia. VMP and DMPED are collectively referred to in this RFQ&P as “Owner”.

The McMillan redevelopment is located on a 25-acre parcel in Northwest Washington, D.C., bounded by Michigan Avenue NW, North Capitol Street NW, Channing Street NW, and First Street NW known as Lot 800 in Square 3128 (the “Site”). The Site is the subject of approvals by the D.C. Historic Preservation Review Board, the D.C. Zoning Commission, and the Mayor’s Agent for Historic Preservation (collectively “Entitlement Approvals”), which are ongoing.

Historically, the hundred year old Site was used as a slow sand water filtration plant. It consists of 20 underground unreinforced concrete cells of sand filter beds creating a platform or "plinth," which is inserted into the rising slope of North Capitol Street NW. The south end of the Site is situated approximately 16 feet above the north end of the Site; however, as North Capitol Street NW rises, the plinth remains level so that it sits approximately 10 feet below Michigan Avenue NW at its northern end.

The surface of the Site is generally flat, rectangular in shape, and is made up of a shallow dirt-bed covered with grass and weeds all sitting atop the unreinforced concrete cells. This plane is punctuated by 2,100 manholes to the filter bed chambers below. Two recessed service corridors containing, among other things, 20 chimney-like structures, known as the sand storage bins, traverse the Site laterally with pathways that lead to the underground cells. These lateral corridors, referred to as the "North Service Court" and the "South Service Court," are lined with other elements of the water filtration process, including regulator houses, stationary sand washers, and portals and ramps to the underground chambers of sand filter beds. Overall, the Site is approximately four city blocks long along North Capitol Street NW and First Street NW, and one extra-wide block in width along Channing Street NW and Michigan Avenue NW.

III. SCOPE OF SERVICES

The McMillan Infrastructure Project (“Project”) will prepare the Site for new vertical development as conceptually identified in the Entitlement Approvals. VMP intends to design and construct the Project using the services of a Design-Build Contractor.

The Project’s scope of work shall include, but not be limited to, the following:

- Phased demolition (including structural support of portions of the site) of existing hundred year old historic structures
- Mass excavation on an unclassified site (including support and stabilization of adjacent historic structures to be preserved)
- Preservation and rehabilitation of certain iconic historic structures to be retained
- Utility infrastructure including: storm water management, sewers, water, electric and gas service, communication and data infrastructure
- Road and street infrastructure improvements within the Site
- Re-establishment of the Olmsted Walk around the perimeter of the Site
- Reconstruction of specific concrete retaining walls and stairs adjacent to the North Service Court and South Service Court
• Improvements to adjacent public streets and intersections
• Traffic control systems
• Public space improvements including: walks, landscaped areas, streetscapes, courts and fountains
• Establishment of finished pads for Parcels 1, 2, 3, 4, 5 and 6 in accordance with finished pad descriptions as described in Exhibit D
• Adaptive reuse of identified historic resources in both service courts

A more detailed description of the Project can be found in Exhibit B.

The Project’s scope of services shall include the following specific elements, but in no way shall limit the scope of work:

A. Design
   i. Lead, engineer, coordinate, and document design services required to obtain all approvals and permits from the various District Utilities and Agencies, in order to construct the Project to include, but not limited to the following:
      a) New rights of way within the Site including, but not limited to: roads, alleys, sidewalks and historic service corridors.
      b) Improvements in the public realm adjacent to the Site as contemplated in Exhibit L
      c) All necessary utilities and related infrastructure to support the Project and its future uses
      d) Open spaces and landscaping located throughout the Site, excluding the Community Center, Park and an eastern portion of the South Service Court.
      e) Preservation and rehabilitation of the historic assets located throughout the Property which are to be retained
      f) Selective demolition of designated portions of below grade filter cells
      g) Adaptive reuse of historic resources in both service courts
   ii. Lead, coordinate, engineer and document the development of documents related to the approvals and requirements of the District’s Utilities and Agencies as necessary to complete Entitlement Approvals and make it ready for final submission and approval prior to permitting and commencement of construction. These services include, but are not limited to the following:
      a) Development of engineered documents related to the sheeting and shoring and foundation systems required for the performance of demolition on the Property
      b) Development of engineered documents related to the storm water management and sustainability strategy for the Project
      c) Provide advisory services on means and methods to reduce schedule and or cost
   iii. Potential assignment of the existing team members’ contracts to the Design-Build Contractor, or ongoing use of these existing team member relationships, for completing the Design Documents in Exhibit B
   iv. Assume full design and engineering responsibility for the existing demolition permit package and contract with other designers as necessary to produce a complete signed and sealed demolition permit design package for submission and approval to DCRA and other required authorities
   v. Prepare, engineer, and submit a complete signed and sealed sheeting & shoring permit design to DCRA and other approving authorities
   vi. Assume full design responsibility for the previously prepared Design Documents in Exhibit B and contract with additional engineers and consultants as necessary to develop the
vision McMillan partners
design to 100% construction documents. any inconsistencies included within the existing
plans and or specifications must be identified and brought to the attention of VMP and
included in all proposals.
vii. provide a “pad” design for parcels 1, 2, 3, 4, 5 and 6 in accordance with finished pad
descriptions as described in exhibit L that includes the elevations for each pad site, the
public space improvements and road improvements
viii. contract for and perform further geotechnical analysis of the site at completion of
demolition or as necessary
ix. provide required zoning surveys, surveys to mark and plats for final pad lots
x. provide design, engineering, approvals, and permitting of all wet utilities, storm water
management and dry utilities in preparation for future vertical construction build-out
xi. provide professional liability insurance in accordance with exhibit F
xii. Include all design and permit fees as required
xiii. Submit design for approval to VMP at 100% DD, 60% CD and 90% CD
xiv. Act as the liaison on all matters pertaining to the design of the Public Infrastructure,
Property Work and Public Amenities with all external partners (including all District
Utilities and Agencies). The Proposer shall schedule and lead any and all appropriate
meetings and coordination to ensure that the work is completed per the approved
Development Schedule and Budget.

b. Construction
i. Demolition and removal of select facilities and structures
ii. Excavation and removal of certain existing structures
iii. Support of demolition and excavation as required
iv. Preservation and rehabilitation of certain historic structures to be retained based on the
Entitlement Approvals.
v. Earthwork necessary on an unclassified site to excavate and bring final grades to “Pad”
elevations as defined in the pad condition definitions (included as exhibit L)
vi. Coordinate and install new utility infrastructure and ties into existing infrastructure to
include all sewer tap fees, PEPCO fees, Washington Gas fees, Verizon fees and any other
applicable utility related fees
vii. Coordinate and construct all public space improvements as required, but not limited to,
the Entitlement Approvals (included as exhibit K) and the Public Space Improvement
Narrative (included as exhibit M)
viii. Coordinate and construct private road and walkway improvements and repairs as required
ix. Provide builder’s Risk insurance in accordance with exhibit F
x. Provide Hazardous Materials Liability Insurance in accordance with exhibit F

C. Budget Estimate & General Conditions
i. A cost estimate shall be submitted as part of the Proposal, which shall be used as a basis
for establishing the Guaranteed Maximum Price (GMP) contract. It should include a
breakdown of the estimated design and construction costs in the manner prescribed by
the Bid Form for the Project (the “Budget”) ii. The Budget shall include all elements required to complete the work, whether those
elements are shown or described in the documents or not, but are either needed or
reasonably inferable to produce a complete operating facility
iii. The Budget should be based on the previously prepared Design Documents included in
exhibit B and should provide recommendations to improve the design, budget, and
schedule
iv. The Budget should include a detailed cost estimate, schedule, staffing plan and site utilization plan for modifications made to the Design Documents included in Exhibit B to 100% completion

v. At each stage of design (100% DD, 60% CD and 90%CD), the Budget should be updated and an evaluation should be performed of the costs of alternative materials, services and methods to ensure budget conformance

vi. Proposer is responsible for all general conditions work items; either self-performed or performed by a third party

D. Preconstruction & Construction Schedules

i. A preliminary preconstruction, design and construction schedule shall be submitted as part of the Proposal to include .pdf printouts of the detailed and critical path schedules as well as the P6 .xer file

ii. The preliminary schedule should include daily activities for the first 120 days with the remaining activities having a duration of no more than 20 days.

iii. Weather days shall be included in all schedules based on the 10-year National Oceanic & Atmospheric Administration (NOAA) average for DC as scheduled activities and shall be calculated into the schedule float

iv. The design-build agreement shall require an approved fully detailed and cost loaded schedule (the “Schedule”)

v. The Schedule will be updated monthly, at the end of each design phase, or as requested by the VMP and is subject to a 21 calendar day review period for approval by VMP

vi. All schedule updates shall include a detailed narrative explaining work progressed since the last update, updates to logic, critical items, potential issues and a 30-day look ahead.

vii. The schedule shall include durations and milestones for the future vertical construction as provided by VMP; construction of which is outside of the scope of the Project

viii. The schedule shall include activities for design submittals, permitting activities and interface with public and community stakeholders as well as milestones as listed in the Bid Form (included as Exhibit A)

ix. Time is of the essence. Proposer shall manage and coordinate the work of all consultants and trades required to properly execute the work in a timely manner

x. If the sequence of design or construction falls behind one week or more of that shown on the baseline schedule during any schedule update, or at VMP’s discretion, Proposer shall submit within seven (7) days a recovery schedule for VMP’s approval

xi. Proposer shall use Primavera Project Planner (P6) scheduling software for all of its scheduling activities

E. Subcontractors and Consultants

i. Prepare a list of qualified bidders and distribute bid documents to a minimum of three (3) bidders per scope

ii. Bid, analyze and negotiate a final price with subcontractors and consultants and submit bid package with recommendation to VMP. If low bidder for any trade is not selected, provide written explanation with recommendation. Approval of all subcontractors and consultants is at the sole discretion of the VMP

iii. Provide and pay for trade specific or specialty permits as required by local authorities

iv. Provide performance and payment bonds for all subcontractors with contracts in excess of $100,000

F. Preconstruction & Construction Administration

i. In addition to the normal administration of the Project, participate in as many meetings and presentations as necessary with the applicable community groups and other groups
ii. Comply with, monitor and strive to exceed all required Certified Business Enterprise (CBE), Davis-Bacon, First Source, Apprenticeship, and Opportunity McMillan’s workforce development program requirements and goals (see Exhibit E)

iii. Comply with requirements of the Living Wage Act of 2006 and the Green Building Act of 2006 (see Exhibit E)

iv. Obtain and maintain all necessary permits as well as pay the required fees for such permits

v. Maintain contract drawing, RFI, shop drawing, submittal and change order logs and provide status of logs at all progress meetings

vi. Monthly reporting on the 10th day of each month including, at minimum: schedule update, cost update, cash flow update, economic inclusion reports, quality assurance reports, safety update and progress photos

vii. Submit certified payroll monthly with progress payment application

viii. Use and maintain all aspects of the Project with Procore Management Software or similar and shall include all costs for use by all entities involved in the Project to include, but not limited to, the VMP, consultants and subcontractors

ix. Design and construction shall be in accordance with LEED ND Gold certification. Proposer is responsible for the implementation and submission to achieve LEED ND Gold certification.

x. Comply with the Historic Preservation Plan (HPP) that has been approved by the Historic Preservation Review Board and the Secretary of the Interior’s standards

G. Site Utilization

i. A site logistics plan based on the previously prepared plans shall be provided with the Proposal

ii. Coordinate and schedule the construction activities with government agencies, public utilities, street traffic, etc. and obtain necessary approvals and permits as required

H. Safety and Quality Management

i. Prepare, submit for approval and execute safety and quality control plans to ensure a safe and quality work zone.

IV. PROJECT TIME LINE

VMP anticipates providing notice to proceed to the Design-Build Contractor on or before September 1, 2016. This will be followed by approximately eighteen (18) to twenty-four (24) months of design and construction.
V. CONFIDENTIALITY

As a reminder and in accordance with a Confidentiality Agreement that will be executed by your firm, all Project information is and shall remain confidential. All information must be kept confidential and must not be disclosed to any other party other than to your employees directly involved with the Project without prior agreement by Owner.

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

VMP is contractually required to disclose information to DMPED related to this RFQ&P. Responses and all other information and documents submitted in response to this RFQ&P are subject to the District’s Freedom of Information Act (D.C. Official Code § 2-531 et seq.) (“FOIA”), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category (e.g., trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained).

If Proposers provide information that they believe is exempt from mandatory disclosure under FOIA (“exempt information”), the Proposer shall include the following legend on the title page of the response:

“THIS RESPONSE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT’S FREEDOM OF INFORMATION ACT.”

In addition, on each page that contains information that Proposer believes is exempt from mandatory disclosure under FOIA, Proposers shall include the following separate legend:

“THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT’S FREEDOM OF INFORMATION ACT.”

On each such page, Proposer shall also specify the exempt information and shall state the exemption category within which it is believed the information falls.

Although DMPED will generally endeavor not to disclose information designated by Proposers as exempt information, DMPED will independently determine whether the information designated by Proposers is exempt from mandatory disclosure. Moreover, exempt information may be disclosed by DMPED, at its discretion, unless otherwise prohibited by law, and the District and VMP shall have no liability related to such disclosure.
VI. FIRM RESUME – Technical Expertise, Capabilities & Experience

Please provide a written response to the following items:

A. Name of firm
B. Brief history of firm, including the number of full time employees
C. Annual volume of all work for the last fifteen (15) years
D. Annual volume of infrastructure work for the last fifteen (15) years
E. Number of metropolitan DC based infrastructure projects over $50,000,000
F. Capabilities of firm
   i. Types of services (design-build, general contracting, construction management, preconstruction services, etc.) citing specific projects where those services have been applied
   ii. Self-performance capabilities, with examples if applicable
G. Financial capability
   i. Bonding company (include letter from bonding company identifying capacity to provide a bond for a project in excess of $50,000,000)
H. Audited financial statements for the last five (5) years
I. Safety record
   i. Please provide your Experience Modification Rate (EMR) for the last five (5) years
J. Full disclosure of actions against contractor or venture partners
   i. Debarments
   ii. Suspensions
   iii. Bankruptcy
   iv. Loan defaults
   v. Tax liabilities
   vi. Litigation
K. List all previous experience in the past five (5) years with:
   i. District of Columbia government (specifically identify work with DMPED or Department of General Services (DGS))
   ii. Historic Preservation Review Board (HPRB)
   iii. Other historic preservation projects (include type and scope)
   iv. VMP partners; EYA, JLDP and Trammell Crow
   v. Urban infrastructure projects over $50,000,000
   vi. Projects achieving LEED – ND
L. List all previous experience in creating or implementing workforce training opportunities or partnerships with:
   i. Local community based providers
   ii. Non-profit organizations
   iii. Local government
   iv. Local businesses
   v. Partnerships – provide memorandum of understanding (MOU) with organization
M. Applicant’s capacity and intent to proceed without delay if selected for this work
VII. RECENT PROJECT PERFORMANCE

Please provide a detailed description of the firm’s experience similar in scope to the Project, with no more than five (5) specific examples of design-build, infrastructure, historic preservation, pre-construction and construction project experience. Those projects most similar to the Project in scope of services, size and managed by the team members responsible for this project, will receive highest consideration. Projects must have been completed within the past fifteen (15) years. At minimum, the written description should provide the following for each project:

A. Name of the project
B. Duration of project and year of construction completion
C. Client
D. Scope of project
E. Type of contract
F. Total hard costs (including only improvements for which Proposer was responsible)
G. Role played in the preconstruction and/or construction
H. Examples (plans, photographs, etc.) which highlight work completed by Proposer
I. Client reference (include name, address, email and phone number)
J. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
K. Workforce engagement and training

VIII. PROPOSED PROJECT TEAM

Provide an organization chart for the proposed project team along with resumes for key members of the proposed project team detailing their responsibilities on past projects and proposed responsibilities for this Project. Include key subcontractors and consultants in the organization chart.

Provide team experience working together on similar projects. Include a signed statement that these individuals are available and will be assigned to the Project if selected. Any proposed change in key personnel must be submitted to VMP for approval and may result in loss of the contract.
IX. **PROJECT APPROACH**

A design review, constructability and code review of the documents shall be submitted with each Proposal.

Provide a narrative description of your team’s approach to providing the following as described in the previously provided “Scope of Services”.

A. Design  
B. Construction  
C. Budget Estimate & General Conditions  
D. Insurance and Bond Costs  
E. Preconstruction and Construction Schedule  
F. Subcontractors and Consultants  
G. Preconstruction and Construction Administration  
H. Site Utilization  
I. Safety Management  
J. Expected Hiring Needs  
K. Workforce Training Opportunities and Partnerships  

VMP is interested in your specific approach and techniques that have proven effective in ensuring accuracy of pricing and construction schedules, while promoting team collaboration. VMP is also particularly interested in your approach to construction management that will control costs, mitigate impacts to neighboring residential area and mitigate negative impacts on the environment.

Provide an estimate of time commitment from team members for preconstruction phase.
X. PROPOSAL INSTRUCTIONS

A. This RFQ&P shall be evaluated in two stages.
   i. Prequalification process (Stage 1)
   ii. Proposal Process (Stage 2)

B. Prequalification Process (Stage 1): No later than **April 1, 2016**, proposer shall register at the website listed in Section I and submit a qualification statement of its firm or team to execute the scope of work outlined herein. Included with its qualification statement shall be all elements associated with Sections VI and VII.

C. Proposal Process (Stage 2): The shortlist of Qualified Proposers as selected by VMP in Stage 1 will be provided the exhibits associated with this RFQ&P and will be directed to the time and place of the pre-proposal conference and site tour. Proposals are due to VMP by 5pm EST on **May 5, 2016**. Stage 2 Proposals from Qualified Proposers shall include:
   i. Itemized design cost, fee, general conditions, insurance, tax and bond costs for your firm to provide the scope of services listed in Section III (Scope of Services) above
   ii. All Proposals must be prepared on the Bid Form provided in Exhibit A
   iii. All Proposals shall remain valid until a final selection is made
   iv. Proposer represents that it has read and understands the information contained within the RFQ&P, has visited the site, is familiar with local conditions, is in full compliance with the provisions of the RFQ&P, and is willing and able to complete the Scope of Services in Section III
   v. Proposer will include costs for bonding and insurance requirements detailed in Exhibit F
   vi. Proposer and its subcontractors shall adhere to all relevant Equal Employment Opportunity (EEO) requirements, and as directed by the Owner and appropriate enforcement agencies

D. All Proposals shall be valid until a final selection is made or for a period of 180 days, whichever is longer.

E. Bid Security: N/A

F. “Bid Documents” include this RFQ&P, the Bid Form, exhibits to the RFQ&P and any addenda issued prior to receipt of Proposals.

G. Any modifications to this RFQ&P shall be by written addendum only; no verbal modifications to the documents will be recognized.
XI. PROPOSAL SELECTION CRITERIA

A. Evaluation of Qualifications for Short List

The prequalification criteria may include the following:

i. Experience and expertise of company and personnel
ii. Prior successful completion of similar work
iii. Receipt of favorable references from prior work
iv. A certified letter indicating a surety’s willingness to provide bonding to the Proposer in excess of $50,000,000
v. Documented financial ability to complete the Project successfully
vi. Availability to complete the desired work
vii. Ability to perform the requested services within the schedule
viii. Confirmation that the Proposer is responsible
ix. Acceptable subcontracting plans
x.
xi. Any other criteria identified by VMP as relevant to evaluation of the Proposer

B. Evaluation for Award of Design-Build Contractor

The contract shall be awarded to the Qualified Proposer whose offer is most advantageous to the Owner, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide Owner in making an intelligent award decision based upon the evaluation criteria.

C. Evaluation Criteria for Award of Design-Build Contractor

Proposals will be evaluated based on the following evaluation factors in the manner described below. Each Proposal will be scored on a scale of 1 to 100 points. In addition, Proposers will be eligible to receive preference points for participation by Local, Small or Disadvantaged Business Enterprises as described in the RFQ&P.

Evaluation Criteria shall include:

i. Firm Resume - Technical expertise, capabilities & experience
ii. Recent project performance
iii. Proposed Project Team
iv. Project Approach
v. Design, General conditions, fee, insurance, taxes and bond
vi. Preference points

i. Firm Resume – Technical Expertise, Capabilities & Experience (25 Points)

VMP desires to engage a design-build contractor with the expertise and experience necessary to realize the objectives set forth in the RFQ&P. Proposers will be evaluated based on its response to Section VI of the RFQ&P and its demonstrated experience in:

a) The construction of projects in the District
b) Constructing urban infrastructure and similar facilities
c) Restoration of historic structures
d) Constructing projects in an urban setting
e) Design-build projects
f) Projects achieving LEED-ND
g) Working with DMPED, DGS, EYA, JLDP and Trammell Crow

If the Proposer is a team or joint venture of multiple companies, VMP will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

ii. Recent Project Performance (15 Points)

VMP desires to engage a design-build contractor with the expertise and experience necessary to realize the objectives set forth in the RFQ&P. Proposers will be evaluated based on its response to Section VII of the RFQ&P and its demonstrated experience in:

a) Completing projects on-time
b) Completing projects on-budget
c) Client references

iii. Proposed Project Team (10 Points)

VMP desires that the design-build contractor assign to this project personnel who have the necessary experience and professional credentials for the role each such individual is assigned. Proposals should identify in accordance with Section VIII of the RFQ&P and at a minimum:

a) Project Executive
b) Design Manager
c) Project Manager(s)
d) Superintendent(s)

VMP expects that these personnel would be assigned to the Project for the duration of the Project (i.e., during both the preconstruction and construction phases) on a full time basis during construction and a significant portion during design.

Proposers will be evaluated based on the level of experience and time commitment of each of these individuals. Proposers will also be evaluated based on whether they have devoted sufficient staff, staff of the appropriate level of expertise to properly staff the Project, and the cohesiveness and efficiency of the team as a whole.

Proposers shall provide a list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:

a) The individual’s name
b) The individual’s role
c) Whether the individual’s involvement in the Project is funded from the General Conditions Budget or the Design Fee.
d) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
e) The individual’s resume.
f) The individual’s current workload over the next two years.
g) A chart showing the experience key team members have working together.
Resumes should indicate the individual’s experience on the five (5) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.

If a subcontractor or personnel employed by other than the Proposer are proposed, VMP will only consider those qualifications if a firm commitment is demonstrated with the firm by which they are employed or with the individuals identified. Commitment letters shall be provided with the offer.

iv. Project Approach (40 Points)

Proposers are required to submit with their proposal a Design & Construction Plan. The Design & Construction Plan should clearly explain how the Proposer intends to manage and implement the Project in accordance with Section IX of the RFQ&P. It should demonstrate a knowledge of the process and impediments that must be overcome. The Design & Construction Plan will be evaluated based on the following:

a) Identification of the site/project-specific challenges and explanation of how they will be overcome or mitigated
b) Demonstration of an understanding of the key elements of the Project
c) Explanation of how the Proposer intends to implement the Project
d) Explanation of how the Proposer proposes to manage the regulatory approvals process
e) Explanation of how the Proposer will ensure that the design is developed consistent with the budget
f) Workability of the plan for managing quality issues during construction
g) Subcontracting plan

Proposer will submit a CPM schedule that shows the anticipated manner in which the Project will be implemented, both Design and Construction Phases. The schedule should show a sufficient level of detail so as to demonstrate the Proposer’s understanding of the Project and the key issues related to the Project. The schedule will be evaluated based on the following:

a) Whether the schedule and the activities reflected therein demonstrate an understanding of the key elements of the project
b) Whether the sequencing and duration of the activities in the schedule are appropriate
c) Whether the schedule reflects appropriate logic for related activities

Proposer will submit a budget estimate in accordance with Exhibit A for both Design and Construction Phases. The budget estimate should show a sufficient level of detail so as to demonstrate the Proposer’s understanding of the Project and the key issues related to the Project.
VMP desires the Proposer provide for the participation of Local, Small and Disadvantaged Business Enterprises. Proposer will be evaluated based on the following:

a) Whether the LSDBE Utilization plan demonstrates an understanding of the LSDBE utilization requirements for the Project.

b) The Proposer’s plan for identifying and engaging LSDBE subcontractors for participation in the trade bidding process and the workability of the plan in increasing the level of participation of Local, Small and Disadvantaged Business Enterprises in the Project.

c) The Proposer’s past performance in meeting LSDBE or similar goals.

d) The Proposer’s past performance in creating workforce training opportunities and partnerships.

v. **Design, General Conditions, Fee, Insurance, Taxes and Bond (“Price”) (10 Points)**

The price evaluation shall be objective. The Proposer with the lowest values shall receive the maximum price points. All other proposals shall receive a proportionately lower total score based on the range of values quoted. VMP reserves its right to adjust proposals so that they are comparable.

vi. **Total possible points = 100**

vii. **Preference Points**

As this Project is being publicly funded by the District of Columbia, VMP will award Proposers with preference points as certified business enterprises as either majority interest or minority interest joint ventures as contemplated by DC Code §2-218.39a. Proposers will be awarded preference points as certified by the Department of Small and Local Business Development.

**XII. INTERVIEWS**

VMP will review the responses to this RFQ&P and may, at its sole discretion, conduct interviews as a part of the selection process.
XIII. RESERVATION OF RIGHTS

VMP reserves the right, in its sole discretion and as it may deem necessary, appropriate, or beneficial to VMP with respect to the RFQ&P, to:

A. Cancel, withdraw or modify the RFQ&P prior to or after the response deadline
B. Modify or issue clarifications to the RFQ&P prior to the response deadline
C. After review of one or more responses, may request submission of additional information from some or all Proposers
D. Request one or more Proposers to modify its response(s), provide additional information, or provide a BAFO for VMP’s review
E. Enter into negotiations with one or more Proposers based on responses submitted in response to the RFQ&P
F. Begin negotiations with the next preferred Proposer in the event that the business terms are not negotiated to final form within the allotted period of time for negotiations with a prior selected Proposer
G. Make and memorialize modifications to any response during the course of negotiations between VMP and the Proposers
H. Reject any responses VMP deems incomplete or unresponsive to the RFQ&P requirements
I. Terminate, in its sole and absolute discretion, negotiations with any Proposer if such Proposer introduces comments or changes that are inconsistent with its previously submitted response materials; or
J. Modify the deadline for responses or other actions; and (i) Reissue the original RFQ&P, (ii) issue a modified RFQ&P, or (iii) issue a new RFQ&P, whether or not any responses have been received in response to the initial RFQ&P

XIV. MISCELLANEOUS PROVISIONS

A. Conflicts of Interest Disclosure

By responding to this RFQ&P, Proposers are representing and warranting the following to the District:

i. The compensation to be requested, offered, paid or received in connection with this RFQ&P has been developed and provided independently and without consultation, communication, or other interaction with any other competitor for the purpose of restricting competition related to this RFQ&P or otherwise;

ii. No person or entity currently or formerly employed by the Owner or otherwise involved in preparing this RFQ&P on behalf of the Owner: (i) has provided any information to Proposers that was not also available to all entities responding to the RFQ&P; (ii) is affiliated with or employed by Proposers or has any financial interest in Proposers; (iii) has provided any assistance to Proposers in responding to the RFQ&P; or (iv) will benefit financially if Proposers are selected in response to the RFQ&P; and

iii. Proposers have not offered or given to any Owner officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFQ&P or any other RFQ&P, or contract, and Proposers have not taken any action to induce any Owner officer or employee to violate the rules of ethics governing the Owner and its employees. Proposers have not and shall not offer, give, or agree to give anything of value either to the Owner or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the Owner, or to a member of the
immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this RFQ&P. As used herein, “anything of value” shall include but not be limited to any (a) favors, such as meals, entertainment, and transportation (other than that contemplated by this RFQ&P, if any, or any other contract with the Owner) which might tend to obligate an Owner employee to Proposer, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid Owner contract.

B. On-going Reporting
Proposers shall report to Owner directly and without undue delay any information concerning conduct which may involve: (a) corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or (b) any solicitation of money, goods, requests for future employment or benefit of thing of value, by or on behalf of any government employee, officer or public official, any Proposer’s employee, officer, agent, subcontractor, labor official, or other person for any purpose which may be related to the procurement of the RFQ&P by Proposers, or which may affect performance in response to the RFQ&P in any way.

C. Non-Privity with the District of Columbia or DMPED.
VMP is under contract with DMPED to provide this RFQ&P. Proposers will not be in privity with the District of Columbia or DMPED through this RFQ&P or the design-build contract.

D. Notice of Modifications
VMP will post on its website (www.envisionmcmillan.com) any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this RFQ&P. Proposers shall have an obligation to check the website for any such notices and information and the District shall have no duty to provide direct notice to Proposers.

E. Change in Proposers’ Information
If any information provided in a response by Proposer to VMP changes (e.g., deletion or modification to any of Proposer’s team members or new financial information), Proposer must notify VMP in writing and provide updated information in the same format for the appropriate section of the RFQ&P. VMP reserves the right to evaluate the modified response, eliminate Proposers from further consideration, or take other action as the VMP may deem appropriate. VMP will require similar notification and approval rights of any change to Proposers’ response or development team membership following award, if any.

F. Ownership and Use of Responses
All responses shall be the property of VMP. VMP may use any and all ideas and materials included in any response, whether the response is selected or rejected.

G. Restricted Communications
Upon release of this RFQ&P and until final selection, Proposers shall not communicate with DMPED or DMPED staff about the RFQ&P or issues related to the RFQ&P except as permitted under this RFQ&P.
H. Selection Non-Binding
The selection by VMP of a Proposer indicates only VMP’s intent to negotiate with a Proposer, and the selection does not constitute a commitment by VMP to execute a final agreement or contract with the Proposer. Proposers therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on VMP for any costs or liabilities incurred as a result of responding to this RFQ&P.

I. Litigation
Proposers shall provide a statement regarding any prior (whether filed or resolved within the previous seven (7) years), or pending litigation or administrative claims or knowledge of litigation (or threatened litigation in which VMP or the District is a party) that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise Proposers. For any such litigation or claim, the Proposer shall provide the name and civil, criminal or administrative action number of such litigation or claim and a description of the subject matter of such litigation or claim.

J. Non-Liability
By participating in the RFQ&P process, Proposers agree to hold Owner, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFQ&P.

K. “Stand-Alone” Project
The development of the Site is expected to be a “stand alone” project, in that Proposers are prohibited from cross collateralizing and cross defaulting the project, or any portion thereof, with any other assets. Moreover, Proposers are prohibited from assigning, pledging, hypothecating, or otherwise transferring their interest in the net cash flows or ownership of the project in part, or in whole, without prior VMP approval. Any additional debt shall require prior written VMP approval. This limitation shall apply until final completion of the project.

L. Disclosure of Fees
Proposers shall disclose all development management fees, general contracting fees, construction management fees, property management fees, and other fees that are paid to Proposers or affiliated parties during the life of the project. Failure to do so may result in the VMP terminating, in its sole and absolute discretion, negotiations with a Proposer or terminating the project.

M. Restrictions
The District is subject to various laws, rules, policies and agreements that impose legal and ethical constraints upon current and former District employees and consultants with regard to post-employment restrictions vis-a-vis such employee’s or consultant’s involvement in District-led projects. In particular, restrictions include but are not limited to the following guidelines:
   i. All Proposers, its members, agents, or employees, are prohibited from: (i) making responses of employment, (ii) conducting any negotiations for employment, (iii) employing or, (iv) entering into contracts of any sort, with current employees, consultants, or contractors to the District who are personally and substantially involved in any aspect of this RFQ&P;
   ii. Proposers must disclose in their initial responses the names of any member, employee, or agent who within three (3) years prior to the publication of this RFQ&P were District employees, consultants, or contractors to the District. On a continuing basis, Proposers will be required to provide the District with regular and periodic notices of any and all new hires of employees, contracted agents, or consultants within five (5) days of any
such hire;

iii. This provision shall apply to all Proposers during the conduct of this competition, and will subsequently apply to the selected Proposer until such time as final completion of the development of the project; and

iv. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this provision may result, in the District’s sole and absolute discretion, in Proposers’ disqualification from consideration under this RFQ&P, the rescission of a Proposer’s award, and/or termination of any agreement between a Proposer and VMP.

XV. EXHIBITS

A. Bid Form (Included for information only)
SECTION 1: BID SUMMARY

1. Fixed Fees (Overall Project)
   - Design: $__________
   - General Conditions: $__________
   - Liability Insurance (%): $__________
   - Builder’s Risk (%): $__________
   - Bond (%): $__________
   - Fee (%): $__________
   **Total Fixed Fees**: $__________

2. Guaranteed Maximum Price Recommendation (GMP)
   a. Demolition & Support of Demolition
      - Design: $__________
      - Construction: $__________
      **Total Demolition**: $__________
   b. Excavation & Support of Excavation
      - Design: $__________
      - Construction: $__________
      **Total Excavation & Support of Excavation**: $__________
   c. Utility Infrastructure
      - Design: $__________
      - Construction: $__________
      **Total Utility Infrastructure**: $__________
   d. Site Improvements (Within LOD)
      - Design: $__________
      - Construction: $__________
      **Total Site Improvements (Within LOD)**: $__________
   e. Site Improvements (Outside LOD)
      - Design: $__________
      - Construction: $__________
      **Total Site Improvements (Outside LOD)**: $__________
   f. Historic Preservation
      - Design: $__________
      - Construction: $__________
      **Total Historic Preservation**: $__________
   g. Park & Community Center
      - Design: EXCLUDED
      - Construction: EXCLUDED
      **Total Park & Community Center**: EXCLUDED
   h. Adaptive Reuse
      - Design: $__________
      - Construction: $__________
      **Total Adaptive Reuse**: $__________
   **Total (a-h)**: $__________
   i. Permits and Fees: $__________
   j. Contingencies, Buyout, Discounts
      - Contingency included: _________%
      - Potential Shared Savings (DBC%): _________%
Total Recommended GMP (a-j) $___________

SECTION 2: CONSTRUCTION BUDGET PRICING
Prepare a unique table similar to below breakdown for each of the following Project components:

a. Demolition & Support of Demolition
b. Excavation & Support of Excavation
c. Utility Infrastructure
d. Site Improvements (Within LOD)
   1) Plaza Pedestrian Connection to South Service Court
   2) Olmsted Walk
   3) North & South Service Court, and all Streets
   4) Walkway above Cell 28
e. Site Improvements (Outside LOD)
   1) First Street Tunnel
f. Historic Preservation
   1) Pedestrian Bridge at North Capitol Street
   2) Memorial Fountain
   3) Cell 14
   4) Cell 28
g. Park & Community Center
   1) Playground - EXCLUDED
   2) Community Center - EXCLUDED
h. Adaptive Reuse
   1) Sand Bins (20)
   2) Regulator Houses (4)
   3) Sand Washers (12)
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TOTAL
SECTION 3: UNIT PRICES
The following unit prices may be utilized for both additive and deductive purposes. Design-Build Contractor acknowledges and agrees that material, labor, and all overhead and profit associated with each item are included in the below unit prices.

a. Cut & offsite disposal of soil $_____/cy
b. Import soil from offsite for backfill $_____/cy
c. Import crushed stone or equivalent from offsite for backfill $_____/cy
d. Covered Walkway (DC Standard) $_____/lf

SECTION 4: ALTERNATES PRICING
Please provide add/deductive alternate pricing for the following items. Design-Build Contractor acknowledges and agrees that material, labor, and all overhead and profit associated with each item are included in the below unit prices.

a. Plaza Pedestrian Connection to South Service Court
   1) No raised pedestrian walks are included $_______
   2) Retaining wall and underpinning to support the South Service Court is excluded $_______

b. Olmsted Walk
   1) Walk material to be standard broom finish concrete to the dimensions shown on the plans $_______

c. North & South Service Court, and all Streets
   1) Replace pavers in the vehicular travel aisles with stamped concrete $_______
   2) Replace pavers in the vehicular travel aisles with broom finish concrete scored to indicate grid pattern $_______

d. Walkway above Cell 28
   1) New concrete pavers for walkway $_______

e. First Street Tunnel
   1) Fill 1st Street tunnel without excavation of 1st Street, no access post completion $_______

f. Pedestrian Bridge at North Capitol Street
   1) Removal of all existing Cell 29 Columns in the area of new construction. Rebuilding of new columns matching the old construction appearance and coordinated with the bridge structure $_______
   2) Installation of new pedestrian bridge supported at ends and new support structures (Plan Section 4 L5.40 (labeled ALT 2) $_______
   3) Preservation of the existing Cell 29 columns $_______
   4) Installation of new pedestrian bridge supported at ends and new support structures (Plan Section 4 L5.40 (labeled ALT 2) $_______

g. Memorial Fountain
   1) Excludes the historic fountain shown in the plans $_______
   2) Extension of the Olmsted Walk as shown at the east side of Parcel 6 (intersects in the SW corner); stairs to intersect at corner similar to east side $_______
h. Cell 14
   None at this time.

i. Cell 28
   1) Include ring foundation and buttressing $__________
   2) Include individual column stabilization and excludes ring foundation $__________
   3) Include drilled column reinforcement $__________
   4) This task includes cell encasement and excludes drilled column reinforcement $__________
   5) If failure of Cell 28 during construction, reconstruction matching base bid $__________

j. Adaptive Reuse of Sand Bins (20)
   1) Construction per sand bin to the level of “Observation Structure” as described in the Plan Volume McMillan Adaptive Reuse,” Sheet A104, Table “Sand Bin Adaptive Reuse Scope Matrix,” Resource Type A2. $__________
   2) Construction per sand bin to the level of “Open Air Art Exhibit” as described in the Plan Volume McMillan Adaptive Reuse,” Sheet A104, Table “Sand Bin Adaptive Reuse Scope Matrix,” Resource Type B1. $__________
   3) Construction per sand bin to the level of “Open Air Water Play” as described in the Plan Volume McMillan Adaptive Reuse,” Sheet A104, Table “Sand Bin Adaptive Reuse Scope Matrix,” Resource Type B2. $__________
   4) Construction per sand bin to the level of “Business Incubator” as described in the Plan Volume McMillan Adaptive Reuse,” Sheet A104, Table “Sand Bin Adaptive Reuse Scope Matrix,” Resource Type B1. $__________
   5) Construction per sand bin to the level of “Toilet Custodial” as described in the Plan Volume McMillan Adaptive Reuse,” Sheet A104, Table “Sand Bin Adaptive Reuse Scope Matrix,” Resource Type C1. $__________
   6) Construction per sand bin to the level of “Utility Service” as described in the Plan Volume McMillan Adaptive Reuse,” Sheet A104, Table “Sand Bin Adaptive Reuse Scope Matrix,” Resource Type C3. $__________

k. Regulator Houses (4)
   1) Selective replacement of wood only to the extent necessary in the roof $__________
   2) Full replacement of wood in entirety, not selectively. $__________
   3) Construction per regulator house to the level of “Art/Community Workspace Option or Business Incubator” as described in the Plan Volume McMillan Adaptive Reuse,” Sheet A104, Table “Regulator House Adaptive Reuse Scope Matrix,” Resource Type B. $__________

   4) Construction per regulator house to the level of “Prepared Food Shop” as described in the Plan Volume McMillan Adaptive Reuse,” Sheet A104, Table “Regulator House Adaptive Reuse Scope Matrix,” Resource Type C. $__________

l. Sand Washers (12)
   1) Move sand washers onsite as determined by the owner. $__________
## SECTION 5: GENERAL CONDITIONS COST BREAKDOWN

<table>
<thead>
<tr>
<th>Description</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Administration:</td>
<td>Project Executive</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td></td>
<td>Senior Project Mgr</td>
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<tr>
<td></td>
<td>Project Manager</td>
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<tr>
<td></td>
<td>Design Manager</td>
<td>$</td>
<td>$</td>
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<tr>
<td></td>
<td>Cost Manager / Estimator</td>
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<tr>
<td></td>
<td>Asst. PM/Project Engineer(s)</td>
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<tr>
<td></td>
<td>Superintendent</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Asst. Superintendent(s)</td>
<td>$</td>
<td>$</td>
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<tr>
<td></td>
<td>Project Secretary</td>
<td>$</td>
<td>$</td>
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<tr>
<td></td>
<td>Travel/Vehicle</td>
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<tr>
<td></td>
<td>Contracts Mgmt.</td>
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<tr>
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<td>Scheduling</td>
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<tr>
<td></td>
<td>Field Engineering &amp; Surveying</td>
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<tr>
<td></td>
<td>Legal</td>
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<tr>
<td>Safety &amp; Quality Control:</td>
<td>Traffic Control / Site Signage</td>
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<tr>
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<td>Safety Equipment</td>
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<tr>
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<td>Fire Extinguishers</td>
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<tr>
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<td>First Aid Supplies</td>
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<tr>
<td></td>
<td>Safety Staff/Labor</td>
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<tr>
<td></td>
<td>Quality Control Manager</td>
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<tr>
<td></td>
<td>Covered Walkway</td>
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<tr>
<td>Field Office &amp; Equipment:</td>
<td>Field Office Trailers</td>
<td>$</td>
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<tr>
<td></td>
<td>Copy/Printer/Fax</td>
<td>$</td>
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<tr>
<td></td>
<td>Computer Hardware/Software</td>
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<td>Field Office Supplies</td>
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<td></td>
<td>Postage &amp; Shipping</td>
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<td>Communication Phones/Equip.</td>
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<tr>
<td>Project Documentation:</td>
<td>Video, Photos &amp; Progress Reports</td>
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<td>$</td>
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<td>Drawings &amp; Printing Services</td>
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<td>As-builts and Record Documents</td>
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<td>$</td>
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</tr>
<tr>
<td>Total General Conditions Costs:</td>
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<td>$</td>
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<td>$</td>
</tr>
</tbody>
</table>

The above rates shall be in effect until January 1, 2018. For each succeeding year, such rates may be increased as required, but never by more than 3% of the previous year's rate.
SECTION 7: MILESTONE SCHEDULE
The Contractor shall provide a preliminary detailed schedule for the Project that includes at a minimum the following milestone dates:

a. Complete 100% DD design package  
b. Complete 60% CD design package  
c. Complete 90% CD design package  
d. Release Construction Document  
e. Pad Site #1 Delivery  
f. Pad Site #2 Delivery  
g. Pad Site #3 Delivery  
h. Pad Site #4 Delivery  
i. Pad Site #5 Delivery  
j. Pad Site #6 Delivery  
k. Substantial Completion (SC) Date  
l. Final Completion Date  

No activity duration shall exceed 20 work-days, except for submittal preparation and/or material fabrication/delivery.

SECTION 8: FIRM RESUME - Technical Expertise, Capabilities & Experience (Attach to Proposal)

SECTION 9: RECENT PROJECT PERFORMANCE (Attach to Proposal)

SECTION 10: PROPOSED PROJECT TEAM (Attach to Proposal)

SECTION 11: PROJECT APPROACH (Attach to Proposal)

SECTION 12: QUALIFICATIONS AND EXEMPTIONS (Attach to Proposal)
PROPOSER STATEMENTS

If awarded, the contract shall be for design and construction. The Right is reserved by the Owner, to reject any or all proposals and waive any and all informalities or irregularities in connection therewith. The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof. The undersigned certifies that no person or persons or company, other than the firm listed below or as otherwise indicated, has any interest whatsoever in the Proposal or the contract that may be entered into as a result of the Proposal and that in all respects the Proposal is legal and firm, submitted in good faith without collusion or fraud. If initiated by the Owner, negotiations on the terms of the Contract to be awarded, including price and the manner of performance, may occur and the undersigned is prepared and able to negotiate on behalf of the proposer.

The undersigned acknowledges that it is fully familiar with all the provisions contained in the Request for Proposal for Design-Build Services (the “RFP”) dated __________ issued by the Owner and received by the undersigned, and in any addenda issued in connection therewith. The undersigned represents and warrants that it is submitting its proposal (the "Proposal") subject to and in accordance with all of the terms and provisions of the RFP executed by the undersigned relating to the Project (as defined in the RFP), including but not limited to, the understanding that the submission of this statement shall create no liability or obligation of any kind whatsoever on the part of the Owner, and that none of the information received from the undersigned (including its officers, agents, or employees) by the Owner, or any of their respective authorized officers, agents, or employees, regardless of the form of communication, has been given in confidence and all or any part of such information may be used or disclosed by or on behalf of the Owner without any liability of any kind. The undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; and that this Proposal is made without collusion with any other person, firm, or corporation. The undersigned certifies: that the prices contained in this Proposal have been carefully checked and are submitted as correct and final; that this Proposal is a complete proposal for the design, fees, general conditions, insurances and bond only associated with the Design-Build work required to complete the project. The undersigned agrees and pledges to achieve substantial completion of the Work no later than the date specified in the RFP (assuming commencement of Work no later than the date specified in the RFP), and to pay liquidated damages in accordance with the Contract for failure to achieve same in accordance with the terms of the Contract.

The undersigned acknowledges receipt and incorporation into this Proposal of the following Addenda:

Addendum No. ________ Date ______________
Addendum No. ________ Date ______________

The undersigned designates the following address as its office to which notices or other papers may be delivered or mailed:
Attention:
The undersigned designates the following person to receive e-mails from the Owners and to send binding e-mails to the Owners with respect to the Project:
Name and telephone number of person authorized to negotiate the terms of this Proposal:
Name: ____________________________
Phone: ____________________________ Email: ____________________________
Respectfully submitted:
This ______ day of _______________, 2016
Firm Name: ____________________________
Address: ____________________________
City, State, Zip: ____________________________
Signature: ____________________________
Print Name: ____________________________
Title: ____________________________