

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES

ROOF MANAGEMENT SERVICES

Solicitation #: DCAM-15-CS-0075

Addendum No. 4

Issued: May 29, 2015

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This Addendum Number 04 is issued by e-mail on May 29, 2015. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

**Item #1**

**Form of Contract:** Attached to this Addendum is the Form of Contract. THE TERMS OF THE FORM OF CONTRACT SHALL PREVAIL OVER THE RFP. TO THE EXTENT THERE IS AN INCONSISTENCY BETWEEN THE FORM OF CONTRACT ISSUED HERewith AND THE RFP, THE FORM OF CONTRACT SHALL GOVERN.

**Item #2**

**Clarifications:**

1. For bidding purposes, assume all of the Department’s roofs have been assessed.
2. The District owns the data in the database and it will be made available to the successful bidder. It will be provided in some form of electronic file (i.e., ASC II or similar). The software platform, however, is not owned by the District. The data will need to be migrated into a new database operated and maintained by the successful bidder.

**Item #3**

**The bid date is hereby CHANGED.** Proposals are due by **June 4, 2015 at 2:00 pm EDT.** Proposals that are hand-delivered should be delivered to the attention of: Alicia Norris, Contract Specialist, at **Frank D. Reeves Center, 2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> floor, Washington, DC 20009.**

**ROOF MANAGEMENT SERVICES AGREEMENT**

**BY AND BETWEEN**

**DEPARTMENT OF GENERAL SERVICES**

**AND**

**[CONSULTANT]**

**CONTRACT NUMBER: DCAM-15-CS-0075**

**ROOF MANAGEMENT AGREEMENT**  
**CONTRACT NUMBER: DCAM-15-CS-0075**

**THIS ROOF MANAGEMENT AGREEMENT** (“Agreement”) is made by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department” or “DGS”), a subordinate agency within the executive branch of the government of the District of Columbia, created pursuant to the *Fiscal Year 2012 Budget Support Act of 2011* D.C. Law 19-0021 (September 14, 2011), and [CONSULTANT], (the “Roof Consultant” and, collectively with the Department, the “Parties”).

**Recitals:**

**R.1** On September 14, 2011, pursuant to the *Fiscal Year 2012 Budget Support Act of 2011*, D.C. Law 19-0021, the Department was established as a subordinate agency within the executive branch of the government of the District of Columbia;

**R.2** The Department is responsible for the day-to-day management of approximately 11 million square feet of roofs on all DGS facilities (the “Roof Portfolio”);

**R.3** Given the nature of the Roof Portfolio, including the number of projects to be implemented and the work to be undertaken, the Department desires to engage a contractor (the “Roof Consultant”) to provide management services to assist the Department in managing the Roof Portfolio and the individual projects within it;

**R.4** The Roof Consultant will implement a proactive management program to ensure that the roofs are properly maintained and managed so as to increase asset life and thereby decrease capital costs, prevent leaks and ensure that any leaks that do occur are remedied in a prompt manner, and to facilitate the use of the roof spaces so as to ensure environmental efficiency, reduce stormwater run-off and, where appropriate serve as platform for alternative energy such as solar arrays;

**R.5** On April 20, 2015, the Department issued a Request for Proposals for roof management services to assist managing the Department’s Roof Portfolio (the “RFP”);

**R.6** The Roof Consultant submitted a proposal in response to the RFP on June 4, 2015;

**R.7** The Department and the Roof Consultant entered into a letter contract dated [DATE], 2015 (the “Letter Contract”) pursuant to which the Roof Consultant was authorized to proceed with the roof management services contemplated herein;

**R.8** The Department desires to retain the Roof Consultant under the conditions and terms set forth herein to provide the services specified herein; and

**R.9** The Roof Consultant desires to provide such services subject to the conditions and terms set forth herein.

**NOW, THEREFORE**, intending to be legally bound, in consideration of the promises and the covenants, conditions, representations and warranties contained herein, and for other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

**Agreement:**

**Section 1 Appointment of Roof Consultant.**

**Section 1.1 Appointment.** The Roof Consultant accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to provide the Roof Consultant's reasonable skill and judgment and to cooperate with the Department and its various contractors including those working on the various projects with the Roof Portfolio in furthering the interests of the Department. The Roof Consultant shall provide management services to the Department in connection with the Roof Portfolio and each project within it as set forth herein and shall use its reasonably best efforts to ensure that the projects assigned to the Roof Consultant are completed on-time, on-budget and in a manner consistent with the Department's economic inclusion goals and other goals for the Roof Portfolio.

**Section 1.2 Standard of Care.** In performing its duties hereunder, the Roof Consultant shall use a level of skill and exhibit a standard of care that are appropriate for the management of a large, multi-site roof portfolio of similar size and scope. Without limiting the generality of the foregoing, the Roof Consultant represents to the Department that it has experience in: (i) visually inspecting roof sections; (ii) managing a leak response center as well as dispatching, managing and supervising roofing contractors in connection with roof leaks; (iii) designing and providing construction administration for roof rehabilitation and re-roofing projects; and (iv) providing oversight of roof design and construction for major renovation and new construction projects. The Roof Consultant understands and acknowledges that the Department's decision to appoint the Roof Consultant is based upon such representation as well as the experience, qualification and other materials submitted in its response to the RFP. The Roof Consultant further represents and warrants that such materials are, as of the date they were submitted and the date hereof, accurate in all material respects and fairly represent the capabilities of the Roof Consultant and its subconsultants.

**Section 1.3 Performance of Services.** The Roof Consultant shall, at all times, meet the standard of care described above when fulfilling its duties and obligations under this Agreement. The Roof Consultant shall reasonably cooperate with the Department and its employees, agents, and contractors in delivering any service hereunder.

**Section 1.4 Intent of the Parties.** It is the intent of the Parties that the Roof Consultant supplement and support the Department's staff to provide proactive day-to-day management of the projects assigned to the Roof Consultant as well as to provide proactive planning and implementation for the Roof Portfolio as a whole. The Department shall advise the Roof Consultant, in writing, of any other projects (such projects, "Special Project") that are to be assigned to the Roof Consultant with it being understood and agreed that the Department intends to assign the Roof Portfolio to the Roof Consultant. It is understood and agreed, however, that nothing herein shall prevent the Department from assigning any project(s) within or subset of the Roof Portfolio to another entity to manage or to manage such project(s) or subset of the Roof Portfolio with its own staff. The Roof Consultant (i) shall immediately report to the Department any issues related to its projects that require Department input; (ii) shall develop and provide to the Department recommendations to resolve any such issues; and (iii) shall oversee the implementation of the Department's decisions and directives to address and resolve any such issues. The Department expects that the Roof Consultant will perform its services in conformance with the Management Plan which is attached as **Exhibit A**. It is understood and agreed, however, that nothing in **Exhibit A** shall serve to limit or otherwise reduce the Roof Consultant's obligations under the terms of this Agreement. To the extent that **Exhibit A** imposes requirements in addition to those set forth in the text of this Agreement, the Roof Consultant shall be required to comply with the standards set forth in **Exhibit A** as well as the standards set forth in the text of this Agreement.

**Section 1.5 Term & Option Years.** The Department shall have the right to extend the term of this Agreement for two (2) one-year option periods (each such period, an "Option Year"), the first of which would begin on the date that the Term expires and end one year from the date that such Term expires; and the second of which would begin on the date that Option Year 001 expires and end one year from the date that Option Year 001 expires. In the event the Department desires to extend the Term of this Agreement pursuant to this Section 1.5, the Department shall give the Roof Consultant written notice of such election at least sixty (60) days prior to the beginning of the applicable Option Year. In the event the Department fails to provide such notice by the required date, this Agreement shall automatically terminate and the Roof Consultant shall not be required to provide further services, but may if so requested by the Department during the option period as if notice of the intent to exercise of the option had been timely, and in which case the Agreement shall not be terminated.

[SECTION 1.6 ONLY APPLICABLE IF ROOF CONSULTANT IS A JOINT VENTURE]

**Section 1.6 Liability of Joint Venture Members.** The Parties acknowledge that the Roof Consultant is a joint venture composed of [JV PARTNER 1] and [JV PARTNER 2] (each, a "Joint Venture Member"). As a material inducement to the Department's agreement to enter into this Agreement, each Joint Venture Member hereby agrees to be joint and severally liable to the Department for all acts and omissions of its officers, employees and agents in connection with the services and obligations of the Roof Consultant under this Agreement.

**Section 1.7 Letter Contract.** The Parties acknowledge that the Roof Consultant began providing the services pursuant to the Letter Contract between the Parties dated [DATE]. Pursuant to the terms of the Letter Contract, upon the effectiveness of this Agreement, the Letter Contract shall automatically terminate and shall merge into and be superseded by this Agreement.

## **Section 2 The Roof Management Services.**

The Roof Consultant shall perform the following services and provide the following deliverables pursuant to this Agreement:

### **Section 2.1 Operation and Maintenance of Roof Systems.**

The Roof Consultant shall provide consulting, maintenance, and management services to manage the day-to-day operations of all DGS roofs. Specific tasks are defined in the following sections.

**Section 2.1.1 Roof Surveys and Assessment.** The Roof Consultant shall provide a visual on-the-roof survey of all DGS facilities listed in this scope of work. The surveys will be performed by the Roof Consultant with the purpose of developing a comprehensive roof condition database for all roofs included in the existing DGS facilities such that each roof is surveyed on a yearly basis. The Roof Consultant must provide, at no additional expense to the Owner, any equipment (e.g. ladders, lifts) needed to perform roof surveys. The Roof Consultant shall take core cut samples of all low-slope roof systems to determine the components of the entire system including membrane, vapor barrier, insulation, roof deck material, and any other components. All cores shall be repaired according to manufacturer specifications at the completion of the core sample process.

Each survey will include survey-grade GPS data for every individual roof component and feature along with photographs for all roof perimeters, drains, major equipment, and deficiencies. The survey shall provide a roof inventory for existing conditions to include the following:

- a) Field measure and record dimensions of roof areas, and locate all roof penetrations and other significant roof features (to be performed only during the base Contract year).
- b) Take core-cuts of each individual low-slope roof section to verify the roof assembly in place. Locate core(s) on roof plan for future identification. Permanently patch core on the same day as core cut using standard industry practice as provided by the roof system manufacturer and/or the NRCA as appropriate for the roof system (to be performed only during the base Contract year).
- c) Closely visually inspect the roof system components in order to assess roof condition including field membrane, wall flashings, projection/penetration flashings, counter-flashings, parapet coping caps, sheet metal, drainage, drainage devices, signs and location of leakage, potential leakage, masonry parapets, and other adjacent roof conditions that may affect the watertight integrity of the building.

- d) Photograph roof field, details and existing defects for documentation and future reference. Electronically link all photos to inventory, condition, defect and field of roof items in the system database.
- e) Mark deficiencies on the roof and document their location on the roof plan by action code and action code legend.
- f) Inventory and photograph HVAC equipment showing manufacturer labels.
- g) All information gathered shall be entered into a roof management database. The data shall be web-based and available to DGS for unlimited use by multiple users with a user access code and password.

**Section 2.1.2 Condition Assessment Report (“CAR”).** For each building, a report with the following:

- a) Roof synopsis of findings in single page summary form.
- b) Roof maintenance, repairs and replacement recommendations for a ten-year period. Include estimated remaining service life (“ERSL”) and recommended replacement date that is outside of the ten-year plan period for all roofs surveyed.
- c) Options for roof restoration in lieu of roof replacement at the end of ERS�.
- d) A ten-year budget for the total cost of ownership including roof maintenance, repairs restoration and/or replacement over a 10-year planning period.
- e) Roof system information documenting existing roof assembly.
- f) Testing Results - as appropriate (i.e., asbestos testing, moisture testing).
- g) Roof Condition Index Evaluation documenting the condition and rate the condition/status of the following:
  - Quality of original construction and subsequent maintenance
  - Leak and leak damage
  - Roof field membrane
  - Perimeter flashings
  - Projection flashings
  - Sheet metal components
  - Drainage
  - Estimating remaining service life
- h) Miscellaneous (parapet walls, mechanical equipment, etc.) A narrative and recommended course(s) of action to help analyze the roofing situation in conjunction with both short-term and long-range needs and objectives and a brief summary of work for any roof that is recommended for replacement during the five-year planning period.
- i) Photographs and a photograph log depicting detailing conditions found with a label as to what the photo is identifying. The photos shall be digital photos, and their location designated on the roof plan. The photos shall be available in the online database system described herein.
- j) An online interactive roof plan showing all roof boundaries, rooftop equipment and projections/penetrations, drain locations, as well as survey information such as slope direction, areas of significant ponding water, photo locations, and action codes as to any

repairs that are recommended. The roof plan will include a legend identifying all roof components, recommended repairs, core sample locations, etc.

**Section 2.1.3 Annual Preventive Maintenance and Minor Repair.** The Roof Consultant shall provide annual (once per year) preventive maintenance and minor repair on all low slope roof sections. At a minimum, the preventive maintenance and minor repair scope shall include the following:

a) Debris Removal:

- Clean and remove all leaves and growing plants from roof surfaces, gutters, downspouts and other roof / building components
- Remove any other debris, construction material or other foreign or abandoned items from the roof surface
- Dispose of all material in approved waste receptacles on site or in any legally acceptable manner offsite if no waste facilities are available on site
- Inspect and clean all drains, scuppers, gutters and downspouts
- Test all drainage system components to confirm proper operation

b) Preventative Maintenance and Minor Repair:

- Inspect and repair minor roof defects as necessary (splits, tears, holes, etc.)
- Reseal, as necessary, roof penetrations, equipment curbs, skylights, miscellaneous flashings, etc., using products that are compatible with existing roof systems
- Re-attach any loose or disconnected metal work (flashings, counter-flashings, gutters and downspouts) and seal for water and air intrusion and check for proper fit and water-tightness during the inspection process
- Fill sealant pans and reinstall HVAC service panels
- Locate, photograph and report conditions that require permanent repair methods
- Report to DGS any conditions that are health and/or safety related
- Report to DGS the accumulation of foreign or contaminated material

The Roof Consultant shall photograph and record all preventative maintenance and minor repair activities, the date performed, before and after photos and include all information in the roof information database required as part of this contract.

**Section 2.1.4 Preventive Maintenance Checklists.** The Roof Consultant will develop preventive maintenance plans for each roof section included in this contract and provide for quick generation of checklists and visual instruction materials as part of the roof information database to be provided as part of this contract. These plans will be tied to the specific inventory items on that roof section so the checklist could be utilized as a “work order” and used by DGS employees or contractors.

**Section 2.1.5 24/7 Leak Response Call Center.** The Roof Consultant will provide a phone and email-based call center for DGS to utilize for leak calls and other roof-related emergencies to include dispatch of contractors and verification of requirements and work

completed. This call center shall provide an integrated process to assess roof-related problems; select and dispatch a qualified contractor to perform temporary and permanent repairs; document completed work and provide quality control/quality assurance; and maintain current information in the DGS roof asset management database. Specifically, the Roof Management Consultant shall provide a 24/7 call center for roof-related emergencies that provides both phone and/or email-based access for DGS staff to report roof-related emergencies. The Roof Management Consultant shall assist DGS in procurement of qualified and approved roofing contractors who are authorized by DGS to perform repairs on DGS facilities and utilize those contractors for response. The Roof Management Consultant shall provide daily, weekly and monthly reporting on the status of all reported roof issues and coordinate quality control and invoice review/approval for DGS.

**Section 2.1.6 Green Roof Maintenance.** The Roof Consultant shall provide green roof maintenance as part of this contract to include four annual visits to each roof (once per quarter). Maintenance (to preserve the vegetative systems and also to protect and extend the life of the underlying roof) will include cleaning all drainage systems, debris removal, weeding and pruning of existing roof systems, and installing new planting as required for any dead or bare areas. All work shall be documented and included in the roof management database. By the end of 2015, the Department will have approximately thirty-one (31) existing vegetative (green) roofs in its current inventory comprising approximately 369,000 square feet of combined roof area.

**Section 2.1.7 Slate Roof Inspections and Maintenance.** The Roof Consultant shall provide a detailed assessment of slate roof systems and develop a plan for maintenance and improvement to increase the safety, longevity and performance of these historic roof assets. The Department has approximately 660,000 square feet of existing slate roofs on seventy-four (74) roof sections encompassing thirty-five (35) different school buildings. The Roof Consultant shall also provide maintenance and minor repair to the roof systems as part of the contract to include debris removal, cleaning gutters and other drainage features, reattaching flashing and loose slate, caulking, etc. The Roof Consultant will be responsible for providing lift equipment and safety equipment to access these roofs for inspection and maintenance. Permanent fall-protection anchors are not installed or available on these roofs at the present time.

## **Section 2.2 Capital Requirements for Roof Systems.**

The Roof Consultant shall provide consulting and management services to support the annual capital projects for all DGS roofs. Specific tasks are defined in the following sections.

**Section 2.2.1 Design, Specification and Bid Package Preparation.** The Roof Consultant shall provide the following services for those roofs determined by the Roof Consultant and DGS to require re-roofing, green roof installation and/or roof restoration/rehabilitation:

- a) Conduct a field investigation to gather needed roof construction information, details, etc. for the preparation of roof specifications and detail drawings.

- b) Evaluate design criteria for roof system selection and specifications. The Roof Consultant shall prepare and submit a Design Review Summary to DGS. The Roof Consultant shall review the Design Review Summary with DGS with system recommendation and the merits and shortcomings of each option or product. Where possible, proposed equivalent products should also be specified.
- c) The Roof Consultant shall prepare specifications, detail drawings, and roof plan(s) based on the alternative selected. The roof plans and details will be in sufficient detail to provide to bidding contractors to assure complete and comprehensive roof design.
- d) The Roof Consultant shall work with DGS' contracts and procurement staff to assemble instructions to bidders, proposal forms, forms of contract, general and special conditions, technical specifications, roof plans, and details for use as bid documents. DGS' procurement and contract forms and formats will be provided for consultant's use.
- e) The Roof Consultant shall provide preliminary bid documents to DGS for review. The Roof Consultant shall gain approval from the selected roof membrane manufacturer(s), assuring that the specification of the roofing system will qualify for the manufacturer's warranty.

**Section 2.2.2 Construction Quality Assurance.** The Roof Consultant shall provide the following services as agreed with DGS during the construction phase of roof restoration, re-roofing, green roof installation and renewable energy projects. If requested, the Roof Consultant will provide the following Project Administration services:

- a) Schedule and conduct a preconstruction meeting with the selected Roofing Contractor to reinforce all project criteria and requirements. The Roof Consultant will respond to questions and issue meeting minutes.
- b) Receive from the Roofing Contractor, and review, all shop drawings, product data, samples, and other submittals; coordinate them with information contained in the contract documents and approve or reject the same.
- c) Review the Roofing Contractor's applications for payment as submitted by Roofing Contractor, and approve or reject such applications in whole or in part and forward to DGS for final approval/payment; maintain records of all such applications and approvals.
- d) Recommend necessary or desirable changes to DGS, review requests for changes, assist in negotiating Roofing Contractor's requests, and prepare and distribute change orders for necessary approval.
- e) Provide a job closeout file including the information and paperwork developed during the roof construction project (for full-time construction observation projects only).

**Section 2.2.3 Project Safety Auditing.** The Roof Consultant shall provide the following services as agreed with DGS during the construction phase of roof restoration, re-roofing, green roof installation and renewable energy projects. If requested, the Roof Consultant will provide the following services:

- a) Perform a safety audit to review the Roofing Contractor's safety procedures and verify that the project is being managed in a safe manner as required by OSHA regulations,

DGS's safety requirements, and other safety practices mandated by the Contract Documents.

- b) Prepare a report of observations, including photographic documentation when necessary, and distribute the report to DGS and the Roofing Contractor.
- c) The Roofing Contractor shall retain full responsibility for maintaining the project site in compliance with all applicable laws and standards, and implementing any improvements recommended during the safety audits.

**Section 2.2.4 Construction Observation.** The Roof Consultant shall provide the following services as agreed with DGS during the construction phase of roof restoration, re-roofing, green roof installation and renewable energy projects. If requested, the Roof Consultant will provide the following on-site quality assurance measures:

- a) Assist DGS in coordinating the work of the Roofing Contractor with facility operations and other activities to complete the work in accordance with the contract documents.
- b) Schedule and conduct progress meetings to discuss such matters as procedures, progress, problems, and scheduling.
- c) Observe the work by visiting the site on a full-time or part-time basis, as agreed to by DGS. The Roof Consultant's personnel will familiarize themselves with the progress of the work to endeavor to determine if the work is proceeding in accordance with the contract documents.
- d) Consult with DGS if any Roofing Contractor requests interpretation of the intent of the Drawings and Specifications, giving interpretations in writing and assisting in the resolution of questions that may arise.
- e) Record the progress of the work and submit written progress reports to DGS. Documentation will include field reports and photographs.
- f) When the Roof Consultant considers the work ready for final inspection, conduct a final inspection to evaluate the completion of the work of the Roofing Contractor, and submit to the Roofing Contractor a completion punch list.

**Section 2.2.5 Corrective Repair/Roof Betterment Management.** The Roof Consultant shall identify defects on DGS facilities as part of the annual inspection process outlined elsewhere in this scope of work. Not all of these defects and associated repairs are high priority items and many can be safely deferred, but should be monitored. However, some of these defects require immediate repair. Bundling repairs into efficient bid packages is key to achieving high value, lowest cost and high performance. The Roof Consultant shall implement and oversee project work, ensuring the work is completed according to the agreed upon plan, budget and schedule. Specifically, the Roof Consultant will:

- a) Prioritize repair projects and prepare budget estimates for all projects based on inspections already completed, underway now, or for any new requirements that develop during the term of this contract.
- b) Review priorities and budgets with DGS management for approval and budgeting.
- c) Organize and build repair projects into a consolidated bid package.

- d) Work with DGS' contracts and procurement staff to issue an invitation to bid and request for proposals from qualified roofing contractors.
- e) Assist DGS contracts and procurement staff in preparing and issuing contracts to contractors (these contracts will be directly between DGS and the contractor.)
- f) Respond to field questions.
- g) Provide construction quality control/inspection services.
- h) Review/approve invoices for completed work.

All completed work will be included in an updated data set as part of the online roof management application provided by the Roof Consultant under this Contract.

**Section 2.2.6 Support to Design and Construction Management Contracts.** The DGS capital program includes major renovation and/or new construction of schools and other DGS facilities. The Roof Consultant shall provide support to the design and construction management teams on these projects to assure that DGS roofing standards are incorporated into these projects. Services will be provided on a time and materials ("T&M") basis and must be approved by DGS in advance.

**Section 2.2.7 Roof Asset Management Plan.** At the completion of annual roof inspections and maintenance, and on an annual basis, the Roof Consultant shall formulate conclusions and recommendations for each roof section on each building by analyzing and evaluating observations and findings to provide an appropriate course of action to ensure a full roof service life, typically 20 years or more.

The Roof Consultant shall develop cost estimates of corrective action required to extend roof service life by using various industry standard techniques (to include but not limited to; preventative maintenance, repair, restoration or replacement). Present cost estimate in standard cost estimating spreadsheets and life cycle cost analysis. Current costs for material and labor will be updated in the database and used for estimating purposes.

The Roof Consultant shall provide reporting tools in the roof management program software application consisting of project information, observations, findings, conclusions, suggestions or recommendations, cost estimates, and supporting documents (photographs, roof plans, etc.).

The Roof Consultant shall develop a Roof Asset Management Plan ("RAMP") by calendar year in spreadsheet format for 10-year period based on condition as determined above. The RAMP should indicate priority, building number/name, roof membrane type, estimated remaining roof service life, type work necessary, and estimated cost to accomplish the recommended work. In the case of roof repair, include repair item headings to generally indicate type of repairs required. All recommended repairs for a single roof shall be specified for accomplishment at the same time with the following exception: minimal repairs may be recommended to extend a deteriorating roof "a few years" until replacement becomes inevitable. (Example: Repair isolated leak area on aged and weathered built-up roof that has essentially

reached the end of its useful service life ignoring other potential repairs that will not significantly extend roof life and are not necessary to return the roof to a watertight condition.).

### **Section 2.3 Energy and Sustainability Support.**

DGS owned facilities are very large energy consumers. The District Government is committed to improving energy performance through effective energy stewardship. This is managed through the DGS Sustainability and Energy Division (“Energy Division”). The Energy Division's goals related to energy are plain: reduce and de-carbonize energy consumption. To that end, the Energy Division is working to dramatically improve the efficiency of building energy usage, employ cutting-edge technology to manage buildings, incentivize occupants to conserve power and seek to acquire commodities in a way that creates minimal exposure to commodity price volatility and de-carbonizes the energy supply.

**Section 2.3.1 Building Envelope Energy Conservation Assessments.** The Roof Consultant shall provide building envelope energy conservation assessments to determine energy savings opportunities for existing roofing and building envelope systems. These assessments are intended to identify specific maintenance, repair and/or upgrade tasks that can be performed to improve building energy performance primarily through air infiltration/exfiltration and insulation remediation. The building envelope inspections/assessments (at a minimum) will include:

- a) Sample Blower Door Testing for Qualitative/Quantitative building airflow standards.
- b) Supplemental thermography for envelope performance (labeled photo log attached via report).
- c) Photographic supplement to report for identification of performance issues/deficiencies.
- d) Exterior window/door inspection for infiltration/exfiltration.
- e) Inspection for fenestration issues related to interior solar gains, interior comfort issues.
- f) Spot checking of any DGS provided “trouble areas”, and investigation for solutions.

The Roof Consultant shall provide a documented envelope report for each individual property. These reports will document findings and recommendations for correction of building envelope deficiencies. Recommendations shall be provided in sufficient detail for either immediate corrective action, or for includes in the design scope for upcoming building renovation design projects.

**Section 2.3.2 PV and Solar Thermal Assessments and Feasibility Studies.** Upon request from DGS, the Roof Consultant will provide feasibility studies and development of procurement documents to support roof mounted PV and carport PV systems on DGS properties. Tasks will include:

- a) **On-Site Data Collection and Feasibility Analysis:** Roof Consultant shall perform investment-grade evaluations including technical considerations of DGS assets (e.g. roof condition, shading, electrical interconnection points, carport feasibility, etc.), energy production potential (including panel placement), and comprehensive analysis of project economics. These will be “investment grade” analyses intended to provide sufficient information to support robust pursuit of Power Purchase Agreements (PPAs), direct capital purchase, and/or US government grants for funding of projects if desired. All assumptions will be fully documented and included in the system database for this project.
- b) **Current Energy Use Analysis:** Roof Consultant shall perform energy use analysis on all DGS facilities included in the solar feasibility study. DGS will provide electrical consumption and pricing information including meter data, billing information, total consumption data and pricing agreements with electrical utility providers. This work will include acquisition, analysis, and visualization of smart meter interval data (if available) and monthly utility information. This analysis will ensure that solar generation is optimized to meet DGS’s unique energy demand profile.
- c) **Economic Feasibility Analysis:** The Roof Consultant shall provide analysis to determine and secure the maximum economic benefit of solar power generation, given both technical feasibility (for supply) and client needs (for demand). This work shall include evaluation of potential tax incentives, rebates, and renewable energy credits (“REC”s) that may be available, which may vary by individual location. Most public agencies cannot benefit from tax incentives; thus, a deep analysis of possible financial advantages of PPAs, with private vendors, will determine the economic benefits and costs of third-party ownership. Roof Management shall also identify portions of the total portfolio that could be carved out, if any, for direct procurement vs. PPA agreement.

The Roof Consultant shall prepare a financial summary including estimated cost, electric production, estimated financial return, business case and financial model, and draft project scope for each possible financing option. Market research will also be conducted to ensure proposed project approaches would attract sufficient market interest. The Roof Consultant shall adjust package based on market research and finalize findings into a project package including scope of work, proforma financials, legal structure, and overall project description. Ultimately, this task will ensure that the project’s anticipated prices result in energy cost savings for DGS.

- d) **RFP Strategy Coordination Draft RFP Preparation:** The Roof Management Consultant shall prepare a Scope of Work (“SOW”) (RFP for solar deployment) to gain maximum economic and environmental benefit to DGS. This work will incorporate all aspects of the technical scope for each array, roof specifications for roof upgrades where appropriate, and requirements for local participation in various aspects of the final system design by the vendor, system installation, system maintenance, and ongoing operation. Roof Consultant shall also provide technical and risk evaluation criteria used as a basis

for the RFP and procurement process. This review will require the DGS procurement team to provide review and comments on legal structure for PPA, procurement plans including evaluation criteria to be used for vendor selection, lease structures for roof lease agreements to be included in PPA, contract structure, identification of roof maintenance and access responsibility for the PV systems, and DBE participation requirements. Roof Consultant shall work with the DGS procurement team and make needed adjustments for preparation of a final RFP package.

**Section 2.3.3 Green Roof Assessments.** The USEPA has provided grants to DC/DDOE for installation of green roofs as part of the joint DC/EPA commitment to stormwater management in the Chesapeake Bay watershed area. This grant is specifically intended to provide funding for construction of vegetated/green roofs on District-owned buildings. DGS has identified a number of target sites for green roof installation, and also developed several design specifications for roofs that meet the EPA/DDOE criteria. The Roof Consultant shall support DGS in this effort by providing structural evaluation, scope and specification development, and technical procurement assistance needed to complete project development on existing DGS facilities. The Roof Consultant will perform the following tasks to support this procurement approach.

- a) **Site Investigation and Final System Configuration Selection:** This will include final roof evaluations, definition of overburden requirements, evaluation of warranty overburden provisions and securing warranty extension commitments from current warranty service providers, drainage design criteria, and project staging requirements for construction. Results will be documented and serve as the basis for specification development.
- b) **Develop Specifications:** This will include CSI 3-part specifications and design drawings showing location and details for construction.
- c) **Structural Analysis:** Determine capacity for installation of green roofs and layout of design area within the roof perimeter. The actual engineering analysis will be performed by existing DGS structural engineering on-call consultants. The Roof Consultant will secure as-built drawings, coordinate site visits, evaluate roof/weather barrier membrane, provide design alternatives for installation of the green roof system and document findings from the engineer into the overall project specification.
- d) **Technical Assistance for Preparation of RFP:** Prepare the project scope of work, integrate specifications, maintenance, and warranty agreements into the RFP package.

**Section 2.4 Online Roof/Energy Information System and Database.**

The Roof Consultant shall provide all roof information developed in the above tasks through a web-based online roof information system and database (i.e., more than an excel

spreadsheet). The Roof Consultant should explain how its roof management application addresses the following:

- a) Field data collection of descriptive data, attributes, defects, photos, and GPS coordinates and upload to the roof information database. Automatic collection is preferred, to avoid data entry errors from field information to the system database.
- b) Standard roof and energy information work breakdown structure that uses standard descriptions of all roof information items to provide consistency for all roof surveys.
- c) Completing calculations of roof areas and supporting energy evaluation for renewable energy and conservation applications in the energy modeling along with integration of other DGS and DDOE data sets (e.g., GIS or other method).
- d) Selecting roof features and retrieving related descriptive data, defect information, repair status, photos, date and time of survey, repair, and maintenance activities.
- e) Provision to store and retrieve Warranty Information in data form and as a scanned document along with other roof related documents such as as-built drawings, specifications, construction documents, leak response documents, contracts, etc.
- f) Roof Condition Score or other metric to store roof condition assessment data that allows for section level, building level, folder level and portfolio level roof condition summary of information.
- g) Cost Estimating Tools to provide total cost of ownership estimates to include preventive and corrective maintenance, roof restoration, roof replacement, energy upgrades, energy consumption for various insulation/reflectivity/infiltration scenarios.
- h) Energy conservation calculators to estimate the relative energy use affected by insulation, reflectivity, air infiltration and daylighting associated with existing or proposed roof systems.
- i) Solar PV and Solar Thermal modeling tools to provide estimates of solar power and solar hot water output from roof mounted renewable energy systems to include issues related to orientation, shading, roof access and setbacks, etc. This modeling tool must be fully integrated into the roof information database as collected as part of the survey process.
- j) Reporting Tools that allow for online/on-demand generation of roof reports including condition assessment reports, preventive maintenance checklists, quantity takeoff data, cost estimates, work orders for PM and corrective maintenance, and energy summary reports. All reports shall be generated in MS WORD or MS EXCEL.
- k) Native System Database shall be Microsoft SQL Server and shall be fully compatible with DC/DGS ESRI ArcGIS applications and Work Order Management systems
- l) System Security shall be verified including current SSL certificates.

## **Section 2.5 Professional Development and Workforce Development.**

The DGS roof management program provides a significant opportunity for sustainable workforce development for DC residents including underemployed sectors of the DC resident population, and for students in DC Public Schools. A modest investment in workforce training can create opportunities for DC residents to support DGS projects in the near future, and also provide vocational training to support this growth area of the general regional economy. The

Roof Consultant shall provide a plan as part of this proposal to create these workforce development opportunities for DC residents. The plan shall become a binding part of the contract and the Roof Consultant's performance will be a major factor in determining whether to award option years under the contract.

**Section 2.6 Operation and Maintenance of Roof Systems Deliverables.**

The Roof Consultant shall provide the following deliverables documenting work performed as described in Section 2.1 above.

**Section 2.6.1 Roof Information Database.** To include all assessment elements described in Section 2.1.1. All information gathered shall be entered into a roof management database described in Section 2.4. The data shall be web-based and available to DGS for unlimited use by multiple users with a user access code and password.

**Section 2.6.2 Condition Assessment Report ("CAR").** For each building, a report in compliance with Section 2.1.2.

**Section 2.6.3 Annual Preventive Maintenance and Minor Repair Summary Report.** Documenting all maintenance and completed repairs for annual preventative maintenance and minor repair as specified in Section 2.1.3.

**Section 2.6.4 Preventive Maintenance Checklists.** As specified in Section 2.1.4 for every roof section in the DGS portfolio. Checklists shall include frequency of recommended work and visual instruction materials showing step by step instructions to perform the work.

**Section 2.6.5 24/7 Leak Response Status Reports.** The Roof Consultant shall provide daily, weekly and monthly reporting on the status of all reported roof issues and coordinate quality control and invoice review/approval for DGS.

**Section 2.6.6 Green Roof Maintenance Status Reports.** Quarterly reports showing descriptions and photographs of all green roof maintenance activities performed as specified in Section 2.1.6.

**Section 2.6.7 Slate Roof Assessment Reports.** Assessment reports and data loaded into the roof management system as per Section 2.1.7.

**Section 2.7 Capital Requirements for Roof Systems Deliverables.**

The Roof Consultant shall provide the following deliverables documenting work performed as described in Section 2.2 above.

**Section 2.7.1 Design and Specification/Bid Package.** To include:

- a) Design Review Summary as specified in Section 2.2.1.
- b) Specifications, detail drawings, and roof plan(s) based on the alternative selected as per Section 2.2.1.
- c) Instructions to bidders, proposal forms, forms of contract, general and special conditions, technical specifications, roof plans, and details for use as bid documents.

**Section 2.7.2 Construction Quality Assurance Reports.** To include:

- a) Preconstruction meeting summary, attendee list, response to questions and meeting minutes.
- b) Approval/rejection notice for shop drawings and submittals.
- c) Review and recommendations for applications for payment as submitted by Roofing Contractor.
- d) Change orders for approval and distribution.
- e) Job closeout file including the information and paperwork developed during the roof construction project (for full-time construction observation projects only).

**Section 2.7.3 Project Safety Audit Report.** Safety audit report as specified in Section 2.2.3.

**Section 2.7.4 Construction Observation.** Progress reports as specified in Section 2.2.4.

**Section 2.7.5 Corrective Maintenance.** To include:

- a) Repair project SOW and consolidated bid package
- b) Invitation to bid and request for proposals
- c) Task Orders to contractors
- d) Review/approve invoices for completed work.
- e) Update roof management application

**Section 2.7.6 Support Design and Construction Management Contracts.** Reports and technical documents as required to support these efforts as described in Section 2.2.6.

**Section 2.7.7 Roof Asset Management Plan (RAMP).** Comprehensive Roof Asset Management Plan as described in Section 2.2.7.

**Section 2.8 Energy and Sustainability Support.**

The Roof Consultant shall provide the following deliverables documenting work performed as described in Section 2.3.

**Section 2.8.1 Building Envelope Energy Conservation Assessments.** Building envelope report as specified in Section 2.3.1.

**Section 2.8.2 PV and Solar Thermal Assessments and Feasibility Studies.** As specified in Section 2.3.2:

- a) On-Site Data Collection and Feasibility Analysis Report
- b) Current Energy Use Analysis Report
- c) Economic Feasibility Analysis Report
- d) RFP Strategy Coordination and/or draft RFP scope of work document

**Section 2.8.3 Green Roof Opportunity Assessments.** Green roof studies and analysis as specified in Section 2.3.3:

- a) Site Investigation and Final System Configuration Selection Report
- b) Design Specifications
- c) Structural Analysis Report
- d) Project scope of work with specifications, maintenance, and warranty agreements

**Section 2.9 Online Roof/Energy Information System and Database.**

Fully functional roof and energy information management application that complies with all requirements as specified in Section 2.4.

**Section 2.10 Professional Development and Workforce Development.**

Monthly status reports on progress, problems and corrective actions in support of the requirements as specified in Section 2.5.

**Section 2.11 Monthly Status Reports.** Summarize project status, progress toward individual deliverables, issues/challenges & recommendations.

**Section 2.12 Security Checks & Procedures.** The Roof Consultant will be required to comply with all standard security procedures of the Department's facilities. Roof Consultant personnel and the Roof Consultant's subcontractors will not be permitted to enter facilities unless such personnel or subcontractors are properly "badged" in accordance with the applicable security procedures, and the Roof Consultant shall have available a sufficient pool of pre-screened and "badged" personnel and subcontractors to discharge its functions.

**Section 3 Key Personnel.** The Roof Consultant shall staff this project with qualified personnel who are experienced in the roof management related services contemplated herein.

**Section 3.1 Core Staff.** The Roof Consultant shall provide the staff set forth on **Exhibit B** (the "Core Staff") to work on this engagement in the roles specified in **Exhibit B**. It is understood that the Core Staff shall be assigned to this engagement at the time commitments

indicated on **Exhibit B**. The Core Staff shall work primarily at the Roof Consultant's office though may be required from time to time to work at the Department's office, which is currently located at 1250 U Street, NW, Washington, DC, or such other location within the District of Columbia that the Department may designate. The Core Staff will have day-to-day responsibility for overseeing and managing the work of the projects assigned to the Roof Consultant.

The Roof Consultant understands that the Department selected the Roof Consultant based in large part on the key personnel proposed to staff this Project, and as such, the Roof Consultant agrees that the Roof Consultant will not be permitted to reassign any of the Core Staff unless the Department approves the proposed reassignment and the proposed replacement. **The members of the Roof Consultant's Core Staff designated on Exhibit B as subject to the liquidated damages set forth in this Section 3.1 (such staff, the "Designated Staff") shall be subject to liquidated damages for their removal or reassignment by the Roof Consultant. In each instance where the Roof Consultant removes or reassigns a member of the Designated Staff (but excluding instances in which the Designated Staff become unavailable due to death, disability or separation from the employment of the Roof Consultant or any affiliate of the Roof Consultant, or because of disability or illness for more than Thirty (30) days) without the prior written consent of the Department's Designated Representative, the Roof Consultant shall pay to the Department the sum of Twenty Five Thousand dollars (\$25,000) as liquidated damages and not a penalty, to reimburse the Department for its administrative costs arising from the Roof Consultant's failure to provide the Designated Staff.** In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Roof Consultant in the event that a member of the Designated Staff has been removed or replaced by the Roof Consultant without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Roof Consultant, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the Designated Staff not removed or replaced and the remaining members shall complete the services required under this Agreement in conjunction with the new members of the Roof Consultant's team approved by the Department.

In the event that any of the Core Staff personnel become unavailable to work on this Project for reasons beyond the control of the Roof Consultant (i.e. due to death, disability, separation from employment etc.), the Roof Consultant shall propose a substitute for any such individual and obtain the Department's consent to such substitute. In addition, the Department may require the Roof Consultant to remove from this Project any personnel whose performance under this Agreement is not satisfactory, in which case, the Roof Consultant agrees to use its reasonable best efforts to find a replacement. The Roof Consultant shall notify the Department of the proposed replacement and provide the Department with the resume and, if the Department so desires, an opportunity to interview the proposed replacement.

**Section 3.2 Staffing Levels; Adjustments.** The Department and the Roof Consultant have agreed upon the staffing level outlined in **Exhibit B**, and based on the Roof Consultant's

current understanding of the work desired by the Department and its professional judgment, the Roof Consultant believes that the Core Staff can reasonably be expected to provide the services described in this Agreement. It is understood and agreed, however, that the exact scope of work required by the Department cannot be precisely determined at this time, and thus, the Roof Consultant makes no representation or warranty that the staffing level depicted in **Exhibit B** will be sufficient to fully discharge the scope of work required by the Department. In the event the Roof Consultant determines that it is necessary or advisable to increase the staffing level, the Roof Consultant shall promptly advise the Department in writing of such fact and shall propose additional personnel sufficient to address the required need. Such personnel shall be provided at the unit rates for the appropriate personnel classifications set forth in **Exhibit C** (“Pricing”). The Department shall determine whether to add additional staff or whether to revise the scope of work accordingly. The Department shall promptly advise the Roof Consultant in writing of its decision, and the Roof Consultant shall act accordingly.

#### **Section 4     Compensation.**

**Section 4.1     Fixed Price Tasks.** For certain tasks contemplated in Section 2 above with well-defined and established scopes of work (“Fixed Price Tasks”), the Roof Consultant shall be paid the firm fixed prices set forth in **Exhibit C**. The firm fixed prices will represent the Roof Consultant’s sole compensation for the Fixed Price Tasks and is intended to cover all overhead (both home office and field) and profit for the Fixed Price Task portion of this Agreement.

**Section 4.2     Time and Materials Task.** For certain tasks contemplated in Section 2 above without well-defined scopes of work (“Time and Materials Tasks”), the Roof Consultant shall be paid on a time and materials basis, and compensated as follows:

**Section 4.2.1 Labor.** The Roof Consultant shall be paid the applicable hourly rate set forth on **Exhibit C** times the number hours actually worked by specified personnel, subject to the not-to-exceed (NTE”) limits specified on **Exhibit C**. The hourly rate set forth on **Exhibit C** shall be the Roof Consultant’s sole compensation for all costs other than the cost of materials and shall apply regardless of whether the work is self-performed or performed by subcontractors. By way of example and without limiting the generality of the foregoing, it is understood that the hourly rate covers the bare cost of labor, any fringes thereon, the cost of small tools, home office overhead, insurance, and profit.

**Section 4.2.2 Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the trade work, including, without limitation, costs of transportation and handling.

**Section 4.2.3 Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the work, but required to provide a reasonable allowance for waste or spoilage, subject to the Roof Consultant’s agreement to turn unused excess materials over to the Department at the completion of the work or, at the

Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds.

**Section 4.3 Overall Compensation Cap.** Notwithstanding any other provisions of this Agreement, in no event shall the Roof Consultant be entitled to receive more than [NOT-TO-EXCEED AMOUNT] under this Agreement, unless authorized in advance and in writing by the Department.

**Section 5 Subconsultants.**

**Section 5.1 Department Approval Required.** The Roof Consultant may need to engage various subconsultants to assist in meeting the Department's needs under this Agreement. All subconsultants must be approved by the Department before they are engaged by the Roof Consultant. In addition, the Roof Consultant shall first obtain the Department's approval as to the terms of any subconsultant agreement which must be consistent with the terms of this Agreement. In the interest of clarifying and without limiting the generality of the Department's right set forth in the preceding sentence, it is understood that the Department shall have the right to disapprove any such agreement that is inconsistent with the Department's budget or fails to comply with the requirements of this Agreement.

**Section 6 Economic Inclusion.**

**Section 6.1 Economic Inclusion Requirement.** The Department desires that local, small, and disadvantaged businesses certified by the District of Columbia Department of Small and Local Business Development perform at least fifty percent (50%) of the economic value of the Roof Consultant's services under this Agreement. In satisfying the foregoing requirement, at least thirty-five percent (35%) of the economic value of the services performed under this Agreement shall be performed by businesses that are certified by the District of Columbia Department of Small and Local Business Development as either small or disadvantaged business enterprises and at least twenty percent (20%) of the economic value of the services performed under this Agreement shall be performed by businesses that are certified by the District of Columbia Department of Small and Local Business Development as disadvantaged business enterprises. (Collectively, these requirements are referred to as "the Economic Inclusion Requirement"). The requirements applicable to small and disadvantaged businesses are sub goals and work counted toward these goals will also be included when determining whether the overall percentage effort has been achieved. Thus, work performed by a disadvantaged business enterprise shall count toward the 20% goal, the 35% goal and the 50% goal. Work performed by a small business shall count toward both the 35% goal and the 50% goal. The Roof Consultant agrees to use its reasonable best effort to meet this goal and shall submit to the Department a plan describing how the Roof Consultant will accomplish this goal. The Roof Consultant will not be permitted to remove team members or subcontractors that are local, small, or disadvantaged businesses except for cause unless it can provide an appropriate replacement or obtains the Department's prior written consent.

**Section 6.2 First Source Employment.** After the date of this Agreement, at least fifty-one percent (51%) of the Roof Consultant's employees hired to work on this Agreement shall be District of Columbia residents, as required by D.C. Official Code §§ 2-219.01 *et seq.* The Roof Consultant will include a similar provision regarding new hires in all subcontracts it enters into in connection with this Agreement. The Roof Consultant and each of its subcontractors shall enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services and shall comply with all applicable District resident hiring requirements, including D.C. Official Code §§ 2-219.01 *et seq.*

The Roof Consultant shall comply with subchapter X of Chapter II of Title 2 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Roof Consultant and all member firms, subcontractors, and subconsultants shall execute a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES) prior to beginning work. The First Source Employment Agreement requires the Roof Consultant and its subcontractors and subconsultants to list all employment vacancies related to this project with DOES. If DOES is unable to fill an employment vacancy within a negotiated time frame, the Roof Consultant or its subcontractors may seek other placement venues.

**Section 6.3 District Resident and LSDBE Participation.** The Department requires that District residents and LSDBE firms participate in the District's roofing projects to the greatest extent possible. The Roof Consultant will assist the Department in identifying roofing contractors for roof rehabilitation, replacement, leak response and repair and energy services. The Roof Consultant will work with the Department to establish a minimum requirement for the percentage of labor hours worked by District residents on these projects and provide workforce development opportunities to encourage maximum participation of District residents, as well as LSDBE firm on these projects.

**Section 7 Insurance.**

**Section 7.1 Types of Insurance.** The Roof Consultant will be required to maintain the following types of insurance throughout the life of this Agreement:

(a) Liability Insurance against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Three Million Dollars (\$3,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Three Million Dollars (\$3,000,000.00) from the aggregate of all occurrences within each policy year.

(b) Workers' compensation and Employers' Liability coverage providing statutory benefits for all persons employed by the Roof Consultant, or its contractors and subcontractors at or in connection with the Work.

(c) Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000.00) each occurrence for bodily injury and property damage.

**Section 7.2 Waiver of Subrogation.** All such insurance shall contain a waiver of subrogation against the Department, the District of Columbia, and their respective agents.

**Section 7.3 Additional Insureds.** Each insurance policy shall be issued in the name of the Roof Consultant and shall name as additional insureds the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

**Section 7.4 Strength of Insurer.** All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's financial rating of Excellent (A-1). All such insurers shall be licensed/approved to do business in the District of Columbia.

**Section 8 Changes.**

**Section 8.1 Changes Authorized.** The Department may, without invalidating the Agreement, and without notice to or approval of any surety, order changes in the work required under the Agreement, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Roof Consultant via a written change directive.

**Section 8.2 Executed Change Directive Required.** Changes to the Agreement may be made only by a written change directive executed by the Department.

**Section 8.3 Prompt Notice.** In the event the Roof Consultant encounters a situation which the Roof Consultant believes to be a change to this Agreement, the Roof Consultant shall provide the Department prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than five (5) calendar days after determining that it believes that there is a change to the Agreement. The Roof Consultant acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Roof Consultant may not be entitled to an adjustment in the event it fails to provide prompt notice. The Roof Consultant shall include provisions similar to this provision in all of its subcontracts.

**Section 8.4 Failure to Agree.** If the Roof Consultant claims entitlement to a change in the Agreement, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the Parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the Agreement. The Roof Consultant shall proceed with the work and the Department's directives, without interruption or delay, and may make a claim as provided in Section 9 of this Agreement. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Agreement and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

**Section 8.5 Indemnification.** The Roof Consultant shall indemnify and hold harmless the Department, the District of Columbia, and their respective employees, officers and agents (the “Indemnitees”) from and against all liabilities, obligations, damages, losses, fines, penalties, claims, demands, costs, charges, judgments and expenses (including, without limitation, reasonable attorney’s fees and disbursements) that may be imposed or incurred or paid by, or asserted against the Indemnitees or the individual projects, to the extent caused by the failure of the Roof Consultant to perform the work in accordance with the standard of care set forth in Section 1.2 hereto; provided, however, that it is understood and agreed that the grant of indemnification made hereby shall not extend to designers or builders engaged by the Department with regard to claims or costs asserted by such designers or builders arising from the failure of the Roof Consultant to timely process submittals but it is understood and agreed that that the preceding limitation on the grant of indemnification shall not bar claims asserted by the Department in its own name.

**Section 9 Disputes.**

**Section 9.1 Informal Resolution.** It is the mutual desire of the Parties to resolve any disputes arising under, or otherwise related to, this Agreement in an informal manner and by consensus. Toward this end, should any such dispute arise, the Parties shall use their best efforts to resolve the dispute without the need for formal litigation or process of any kind. In the event that any such dispute cannot be resolved by the Parties’ field representatives, the Parties shall arrange for representatives of their senior management to meet and, if possible, discuss the issue. If this process cannot resolve the problem, then either Party may initiate arbitration in accordance with Section 9.2 of this Agreement, If resolution is not reached in such manner, the Roof Consultant shall make a claim in accordance with this Section.

**Section 9.2 Formal Dispute Resolution Procedure.**

**Section 9.2.1 Notice of Claim.** If the Roof Consultant wishes to assert a claim over a contract dispute, the Roof Consultant shall provide written notice of the claim to the Department pursuant to procedures set forth in section 4732 of the Department's procurement rules and section 1004 of the District's Procurement Practices Reform Act of 2010 (PPRA).

**Section 9.2.2 Contents of Notice of Claim.** The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time such notice is provided, the Roof Consultant shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Roof Consultant intends to assert a claim against the Department.

**Section 9.2.3 Appeal Procedures.** All claims arising under or in connection with the Agreement or its breach, or relating to the Project, whether framed in contract, tort or otherwise,

and which are not resolved via the claims process may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the *Procurement Practices Reform Act of 2010* (PPRA). However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Roof Consultant in the court in which such claim is being litigated.

## **Section 10 Termination.**

**Section 10.1 Termination for Default.** The Department may terminate this Agreement for default if the Roof Consultant fails materially to perform any of its duties or obligations under this Agreement and such failure continues for a period of at least seven (7) days after receiving written notice of such failure from the Department; provided, however, that if the failure is not of a nature that can be cured within seven (7) but the Roof Consultant has taken reasonable steps during such seven (7) day period in furtherance of curing such failure and continues diligently to take steps to cure the breach, that the Roof Consultant shall not be terminated pursuant to this Section 10.1. Notwithstanding anything to the contrary in this Agreement, the Department may terminate the Roof Consultant immediately in the event:

.1 any owner, partner, director, officer, or principal of the Roof Consultant or any person in a position involved in the administration of funds of the Roof Consultant is charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for any business-related activity; or act of moral turpitude; or

.2 the Roof Consultant is suspended or debarred under any federal, District or state statute.

**Section 10.2 Termination for Convenience.** The Department may, upon thirty (30) days written notice to the Roof Consultant, terminate this Agreement in whole or specified part, for its convenience, whether the Roof Consultant is in breach of this Agreement or not. In the event the Department exercises its right to terminate this Agreement for convenience, the Roof Consultant shall not be entitled to recover for lost profits on the unperformed aspect of the work. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions. In such event, the Roof Consultant shall promptly submit all documents and computer files it has prepared relating to this engagement. The Roof Consultant shall submit a proposal for settlement of all amounts due as a result of the termination for convenience.

## **Section 11 Miscellaneous.**

**Section 11.1 False Claims Act.** The Roof Consultant shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-381.02.

## **Section 11.2 Retention of Records: Inspections and Audits.**

**Section 11.2.1** The Roof Consultant shall maintain books, records, documents and other evidence directly pertinent to performance under the Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Agreement. The Roof Consultant shall also maintain the financial information and data used in the preparation and support of the cost analysis and cost summaries submitted to the Department and the required cost submissions in effect on the date of execution of the Department. The Department, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence directly related to the Roof Portfolio held, owned or maintained by the Roof Consultant for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Roof Consultant . The Roof Consultant shall provide proper facilities for such access and inspection.

**Section 11.2.2** The Roof Consultant agrees to include the wording of this Section 11.2 in all its subcontracts in excess of five thousand dollars (\$5,000.00) that directly relate to Project performance. Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency. The Roof Consultant agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Roof Consultant , the auditing agency will afford the Roof Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

**Section 11.2.3** The Roof Consultant shall preserve all records described herein for seven (7) years from the date the Project is substantially complete. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

## **Section 11.3 Gratuities and Officers Not to Benefit Provisions.**

**Section 11.3.1** If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Roof Consultant to any official, employee or agent of the Department or the District with a view toward securing the Agreement or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Agreement, the Department may, by written notice to the Roof

Consultant , terminate the right of the Roof Consultant to proceed under the Agreement and may pursue such other rights and remedies provided by law and under the Agreement.

**Section 11.3.2** In the event the Agreement is terminated as provided in Section 11.3.1, the Department shall be entitled to pursue all available legal remedies and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten (10) times the costs incurred by the Roof Consultant in providing any such gratuities to any such officer or employee.

**Section 11.3.3** No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Agreement or to any benefit that may arise there from, and all agreements entered into by the Contracting Officer of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimis.

**Section 11.4** **Ethical Standards For Owner's Employees And Former Employees.** The Department expects the Roof Consultant to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Roof Consultant , nor any person associated with the Roof Consultant , shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Roof Consultant shall not engage the services of any person or persons in the employment of the Department or the District for any work required, contemplated or performed under the Agreement. The Roof Consultant may not assign to any former Department or District employee or agent who has joined the Roof Consultant's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Roof Consultant may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Roof Consultant shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

**Section 11.5** **Anti-Deficiency Act.** The Department's obligations and responsibilities under the terms of the Agreement are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351; (ii) D.C. Official Code § 47-105; (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 - 355.08 and (iv) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.51, as the foregoing statutes may be amended from time to time. The Agreement shall not constitute an indebtedness of the Department, nor shall it constitute an

obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation.

**Section 11.6 Law Applicable.** It shall be the Roof Consultant's responsibility to perform under this Agreement in conformance with all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental entities. It is the sole responsibility of Roof Consultant to determine the statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies that apply to the performance of this Agreement and their effects.

**Section 11.7 Assignment.** Neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by the Roof Consultant . Any such purported assignment shall be null and void.

**Section 11.8 Permits, Licensing, Accreditation and Regulation.** The Roof Consultant shall secure and maintain at its expense all necessary permits, licenses, accreditations, and registrations and any other governmental approvals that are required to perform the services.

**Section 11.9 Acts of Agents and Employees.** The Roof Consultant shall be responsible to the Department for any and all acts and omissions of the Roof Consultant, its agents, employees, subcontractors and subconsultants.

**Section 11.10 Entire Agreement.** This Agreement sets forth the full and complete understanding of the Parties relating to the subject matter hereof as to its date, and supersedes any and all negotiation, agreements and representations made or dated prior hereto with respect to the subject matter of this Agreement.

**Section 11.11 Drafting Interpretations.** In construing this Agreement, none of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

**Section 11.12 No Third Party Beneficiaries.** Except as otherwise expressly provided in this Agreement, neither this Agreement nor any term or provision of this Agreement, shall be construed as being for the benefit of any Party not a signatory hereto.

**Section 11.13 Notices.** All notices, requests, demands, offers and other written communications given or delivered under or by reason of the provisions of this Agreement shall be in writing, shall be signed by the party giving such notice, shall be addressed as provided herein and shall be given by registered mail, postage prepaid and return receipt requested, by delivery by hand or by nationally recognized air courier service, to:

If to the Roof Consultant:

[CONTACT INFORMATION]

If to the Department:

Mr. Jonathan Kayne  
Interim Director  
Department of General Services  
200014<sup>th</sup> Street, NW  
Washington, DC 20008

Any such notice shall become effective when received (or refused) by the addressee, provided that any notice or communication that is received other than during regular business hours of the recipient on a business day shall be deemed to have been given at the opening of business on the next business day. From time to time, each of the Parties may designate a new address for purposes of notice hereunder by notice to such effect to the other.

**Section 11.14 Captions.** The captions contained in this Agreement are for convenience and reference only and in no way define, extend or limit the scope or intent of such document or the intent of any provision contained therein.

**Section 11.15 Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable. Each part of this Agreement is intended to be severable.

**Section 11.16 Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the District of Columbia, exclusive of conflicts of law provisions.

**Section 11.17 Counterparts.** This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if one original was signed by each of the Parties.

**Section 11.18 No Waiver.** The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this Agreement, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

**Section 11.19 Representations & Warranties.** All disclosures, representations, warranties, and certifications made by the Roof Consultant in its proposal in response to the RFP shall remain binding and in effect throughout the term of this Agreement. The Roof Consultant

reaffirms that all such disclosures, representations, warranties, and certifications are true and correct in all material aspects as of the date of this Agreement. If any disclosure, representation, warranty, or certification the Roof Consultant has made in connection with the RFP, including, but not limited to, those representations concerning the Roof Consultant's qualifications, are materially inaccurate, this shall be a material breach of this Agreement.

**Section 11.20 Ownership and Use of Work Product, Including Electronic and Written Data and Documents.** Any work product, whether written or in electronic format, prepared by the Roof Consultant during the term of this Agreement for the Department shall become the sole and exclusive property of the Department. Such work product shall not be used by the Roof Consultant or its Subconsultants for other projects without the specific written consent of the Department.

**Section 11.21 Independent Contractor.** In carrying out all its obligations under the Agreement, the Roof Consultant shall be acting as an independent contractor, and not as an employee or agent of the Department, or joint venturer or partner with the Department.

**Section 11.22 Mutual Waiver of Consequential Damages.** The Parties hereby waive any consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

**Section 11.23 Rider.**

**Section 11.23.1 Extension to Other Jurisdictions.** The Department extends the Contract, including pricing, terms and conditions to the members of the Metropolitan Washington Council of Governments Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

**Section 11.23.2 Inclusion of Governmental & Nonprofit Participants.** This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

**Section 11.23.3 Notification and Reporting.** The Roof Consultant agrees to notify the issuing jurisdiction of those entities that wish to use this Contract and will also provide usage information, which may be requested. The Roof Consultant will provide a copy of the RFP and Contract documents to any requesting jurisdiction or entity.

**Section 11.23.4 Contract Agreement.** Any jurisdiction or entity using the Contract may enter into its own contract with the Roof Consultant. There shall be no obligation on the party of any participating jurisdiction to use the Contract. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-

discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Section 12 Payments.**

**Section 12.1 Invoicing.** The Roof Consultant shall bill the Department on a monthly basis. Each such invoice shall cover all of the work performed during the preceding month and shall be broken down by either the Fixed Price Task or Time and Materials Task (“Contract Task”). For each such Contract Task, the invoice shall include: (i) a listing of the costs associated with such Contract Task; (ii) a brief description of the work performed; (iii) a statement as to whether the Contract Task was completed; and (iv) the name of the applicable facility or facilities. To the extent that such work was performed on a Time and Materials basis, the invoice shall also include a listing of hours worked including the date(s) on which such labor was performed, the name of the worker, the classification of the worker and the hourly rate applicable to each such hour.

**Section 12.2 Supporting Documentation.** The Roof Consultant shall submit with each invoice cost backup supporting such invoice. Such back-up information shall include: (i) time sheets for all reimbursable labor; and (ii) a log of all materials used during that period.

**Section 12.3 Right to Withhold Payments.** The Department will notify the Roof Consultant within fifteen (15) calendar days after receiving any invoice for payment of any defect in the invoice or the work which may result in the Department’s declining to pay all or a part of the invoiced amount. The Department may withhold payment from the Roof Consultant, in whole or part, as appropriate, if:

- .1 the work is defective and such defects have not been remedied; or
- .2 the Roof Consultant has failed to pay Subcontractors, Subconsultants, or Suppliers promptly or has made false or inaccurate certifications that payments to Subcontractors, Subconsultants or Suppliers are due or have been made; or
- .3 the Roof Consultant is otherwise in substantial breach of the Contract (including, without limitation, failures to comply with the Economic Inclusion Requirements in Section 6).

**IN WITNESS WHEREOF**, the Parties to this Agreement have caused it to be executed by their duly authorized representatives as of the date set forth below.

**DEPARTMENT OF GENERAL SERVICES**, a subordinate agency within the executive branch of the Government of the District of Columbia

**[CONSULTANT]**

By: \_\_\_\_\_  
Name: Jonathan Kayne  
Title: Chief Contracting Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**

**Management Plan**

**Exhibit B**

**Core Staff**

**Exhibit C**

**Pricing**