

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages	
			Reconstruction of Building 44 Van Ness Campus Feasibility Study & Concept Development			1	36 (not including attachments)
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
TBD		GF-2025-R-0017		☐ Sealed Bid (IFB)		2/26/2025	
				☒ Sealed Proposals (RFP)			
				☐ Sole Source			
				☐ Human Care Agreements			
				☐ Emergency			
6. Type of Market				☐ Open			
				☐ Set Aside			
				☒ Open Market with 35% Sub-Contracting Set Aside			
7. Issued By:				8. Address Offer to:			
UDC Office of Contracting and Procurement 4200 Connecticut Avenue, NW Bldg. 39, Room 200C Washington, D.C. 20008				The University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Ave, NW Building 39 Room 200C Washington, D.C. 20008			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers furnishing the supplies or services in the Schedule will be received at the place specified in item 9. C.							
Submission: email <u>mgadson@udc.edu</u> until <u>2:00 p.m.</u> local time <u>26-Mar-25</u>							
(Time) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Michiko Gadson		202 274-5191 (Ext)		mgadson@udc.edu	
11. Table of Contents							
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
(Area Code)		(Number)		(Ext)		15 C. Check if remittance address is different from above - Refer to Section G	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
 Government of the District of Columbia			The University of the District of Columbia Office of Contracting & Procurement				

SECTION B: SUPPLIES OR SERVICES AND PRICE**B.1 Background**

The University of the District of Columbia (UDC) is seeking to engage a qualified vendor (consultant/Architectural & Engineering -A&E- firm or team) to provide a feasibility study for building 44 at the Van Ness main campus. The comprehensive feasibility study shall consider the best options for utilizing the building to maximize its capabilities and provide first-class learning and research environments in support of the University's strategic plan.

The 2021 Campus Master Plan calls for the rehabilitation and improvement of nearly all academic buildings and facilities on the Van Ness Campus. The buildings are supported with the original infrastructure, most of which is well past its useful life. Several buildings still suffer from non-existent or inefficient heating and cooling controls, deteriorated ductwork and piping, poor ventilation, energy loss, and lack of humidity and temperature control. The deficiencies in the mechanical systems severely impact the buildings' ability to support the academic mission of the University and need to be replaced in a near-term, prioritized manner.

Due to very poor conditions following years of deferred maintenance, the University plans to reconstruct Building 44 completely. Reconstruction vs. renovation will allow the University to create a state-of-the-art educational facility without the constraints of the current building layout and outdated infrastructure. It will also allow the design to more effectively reach the mandatory sustainability goals and build on recent campus improvements, including the Student Center building and the planned DC Archives facility.

Building 44 is located along the south edge of the UDC campus. The building may be accessed directly from Van Ness Street NW, via the parking garage, or from the Campus Plaza. The footprint of A Level and Level 1 are reduced to allow the floors above to shelter this intersection and create one of the gateways onto the Campus Plaza.

The building is rectangular and has a long axis running east to west. The overall footprint of the building is nine-column bays long by four-column bays wide. There are two elevators and stair cores: one on the east end of the building and another one-third of the way in from the west end. Because of the way that Level 1 and A Level footprints have been carved away, this stair and elevator core open into a lobby that directly accesses the Campus Plaza. The far east elevator and stair core do not access Level 1, as the floor does not extend that far, but does access the Campus Plaza and extends down to the B Level and C Level areas connection to the Building 38/39 complex. There is an additional exit stair on the west side of the building.

Five floors (A Level-Penthouse) contain approximately 100,000 SF of interior space. Some of the major spaces within Building 44 include:

- University Health Services (A-Level)
- CAUSES Center for Nutrition, Dietetics, & Health (Level 1)
- Mortuary Science Program (Level 2)
- Green Roof and Greenhouse (Penthouse)

In addition to the spaces noted above, Building 44 contains several office suites on Level 1 and Level 2. Classrooms are present throughout the building, but the majority are located on Level 2 and Level 3. The majority of the classrooms in Building 44 are laboratory spaces set up in different configurations. There is a large auditorium located on A Level.

The objective of this project is to provide the University community with the best possible learning environment in a completely reconstructed building. This environment must consider providing facilities in support of the university experience, both inside and outside the classroom.

SECTION C: SCOPE OF WORK

C.1

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

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

The period of performance shall be nine (9) months from the date of contract award.

DELIVERABLES:

1. Building & Site Analysis and Assessment Findings
2. Space Needs Analysis and Program Summary
3. Planning Scenarios – Draft report outline
4. Conceptual Design Documents & Renderings
4. Cost Estimate and Schedule
5. Final presentation and Final Report

SECTION D: PACKAGING AND MARKING (N/A)

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause the Government of the District's Architect-Engineer General Provisions (October 2018).

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The period of performance shall be nine (9) months from the date of the contract award.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The University shall make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The University shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.8 below. The address of the CFO is:

University of the District of Columbia Office of the Controller/Agency CFO
4200 Connecticut Avenue NW Bldg. 39 Suite 200B Washington, DC 20008
202-274-5488

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of people preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 The Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.4.3 Reserved

G.4.4 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30- day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days

of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.6 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the University only by contracting officers. The contact information for the Contracting Officer is:

**Mary Ann Harris, Chief Contracting Officer
Eddie Whitaker, Contracting Officer
Office of Contracting and Procurement
4200 Connecticut Avenue NW Suite
Bldg. 39 Suite 200C
Washington, DC 20008
Telephone: 202-274-5181**

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACT ADMINSTRATOR (CA)

G.8.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.8.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by
G.8.1.4 the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.8.1.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.8.1.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the CA shall be provided to the awarded contractor.

G.8.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;

3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of University property, except as specified under the contract.

G.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Rev. 32, dated December 23, 2024, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J, Attachment J.5 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University / District to make available for inspection and copying any record produced or collected pursuant to a University / District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the Contract Administrator (CA) designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the

timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The University / District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) which verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - Name;
 - Social security number;
 - Job title;
 - Hire date;
 - Residence; and
 - Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the University, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;

- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor.
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C.

§794 *et seq.*

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.9.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.2 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.9.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week, provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property are constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of the Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Architectural & Engineering Services Contract (“SCP”), are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the University will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or

operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the University. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the University under this Contract, are works made for hire and are the sole property of the University; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the University the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the University all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the University until such time as the University may have released such data to the public.

I.5.6 The University will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any University installation to which the computer may be transferred by the University;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the University's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the University of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the University a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the University under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the University under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the University any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the University's or the Contractor's rights in that subcontractor data or computer software which is required for the University.

I.5.10 For all computer software furnished to the University with the rights specified in Section I.5.5, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the University with the restricted rights specified in Section I.5.6, the University, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the University under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the University, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the University under any patent or be construed as affecting the scope of any license or other right otherwise granted to the University / District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the University and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another University contractor or by any University employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 The contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the University as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the University in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the University maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, University added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Excess Liability Insurance: \$5,000,000 limits per occurrence.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J, Attachment H. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the University until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

Attachment J.1 Scope of Work – Appendix A

Attachment J.2 Standard Contract Provisions for Architectural & Engineering Services

Attachment J.3 Form of Offer Letter/Price Proposal Form (request via email – mgadson@udc.edu)

Attachment J.4 Campus Master Plan

Attachment J.5 Wage Determination No. 2015-42811, Rev. 32, dated December 23, 2024

Attachment J.6 Living Wage Act Fact

Attachment J.7 Living Wage Notice

Attachment J.8 Tax Certification Affidavit

Attachment J.9 SBE Subcontracting Plan

Attachment J.10 Equal Employment Opportunity Policy Statement

Attachment J.11 First Source Opportunity Policy Statement

Attachment J.12 First Source Agreement (Non-Construction)

Attachment J.13 Cost/Price Disclosure Certification

Available at <http://ocp.dc.gov>,
Under Quick Links click on “Required Solicitation Documents”

Living Wage Act Fact Sheet

Living Wage Notice

Tax Certification Affidavit

SBE Subcontracting Plan

Equal Employment Opportunity Policy Statement

First Source Employment Agreement (Non-Construction)

First Source Revised Employment Plan

Cost/Price Disclosure Certification

SECTION K:**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS**

Offer Certification Form Available at <http://ocp.dc.gov>, Under Quick Links click on “Required Solicitation Documents”

Complete and Include the following with Proposal:

- Bidder /Offeror Certification Form
- Three Past Performance Evaluations
- Contractor’s Experience Questionnaire Form

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 CONTRACT AWARD****L.1.1 Most Advantageous to the University**

The University intends to award single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the University, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

The University will award a single contract resulting from this solicitation to the responsive and responsible offer whose proposal conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial proposal should contain the offer's best terms from a standpoint of cost or price and other factors.

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

The proposal shall consist of two separately bound sections, a technical proposal and a price proposal. Proposals must be submitted marked: **"Proposal in Response to Solicitation No. GF- 2025-R-0017, Consulting an A-E Services for Reconstruction of Building 44 Feasibility Study and Concept Development."**

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the University to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.1 Submittal Requirements:

Responses shall include the following:

SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal with limitations noted:

Tab 1: Cover Letter

1. Respondent shall submit a cover letter on company letterhead summarizing the firm's qualifications and distinguished accomplishments, including:

- a. Descriptions of the firm's philosophy and areas in which the firm excels. Describe what is unique about the firm, its goals, and objectives.

- b. Information regarding the firm's services relevant to this RFP. Include any additional information that may assist the University in its evaluation.
- c. A contact person with his/her title, address, telephone number, and email address.

Tab 2: Firm Qualifications

- 1. Complete and submit the required Consultant Profile Form (Attachment C).
- 2. Submit a brief history of the firm, and a summary of the firm's capabilities and experience with respect to the RFP. Include any additional information that may assist the University in its evaluation.
- 3. Submit information that shows how the firm meets the following criteria:
 - a. Expertise and past experience of the consultant in providing services as it relates to this RFP.
 - b. Evidence of ability to provide detailed, independent analysis and review under extremely tight schedules.
 - c. Demonstrated familiarity with Higher Education planning processes.
 - d. Demonstrated skills and knowledge pertaining to this project.

Tab 3: Previous Feasibility Study Experience

- 1. Provide any material from three current or recent past accounts or studies that would reflect the company's experience as it relates to this RFP.
- 2. In showing us examples of previous work, the respondent must be prepared to:
 - a. Demonstrate experience conducting conditions assessment on university owned land and the surrounding communities or similar.
 - b. Demonstrate experience conducting feasibility studies and compiling research, analysis, best practices and trends for privately funded multi-use development as it relates to this RFP.
 - c. Demonstrate experience developing a decision-making framework to guide phasing or future implementation efforts relating to feasibility study recommendations.
 - d. Demonstrate ability to engage stakeholders in an interactive process that lead to gathering qualitative and quantitative data.
 - e. Demonstrate experience in the preparation of narrative/ graphics for feasibility analysis.
 - f. Demonstrate experience of successful collaboration with various subject matter experts.
 - g. Provide evidence of the ability to perform work, to produce documents with superior quality and to meet the completion schedule.

Tab 4: Project Team and Staffing

- 1. Identify the key individuals the firm proposes to participate on this project. Identify the roles and responsibilities of each participant. Identify the location(s) of the office(s) that will be providing the work.
- 2. Demonstrate how it intends to staff and manage tasks and resources required to provide service(s) for the duration of this project.
- 3. Submit resumes for each proposed team member, including sub-consultants. Each resume shall include:

- a. Description of relevant professional experience and proposed role of each team member.
- b. Time worked for the company and how would each be involved in the contract.
- c. Project experience relevant to this RFP performed in the last five years
- d. An education summary listing institution attended, and degrees received.
- e. A list of credentials, certifications, professional licenses, and registrations held.
- f. Identify the location of the office from which the individual primarily works.
- g. Each resume shall not exceed two pages.

Tab 5: Cost Proposal and Term Sheet

1. Respondent shall provide a firm, fixed price along with hourly rates (term sheet).
2. Rates should be broken down by position for prime and any subcontractors.
3. Provide an outline of anticipated work plan and schedule.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

A pre-proposal conference will be held at 1:30 p.m. on Tuesday, March 4, 2025, at 1:30 p.m. Please join the pre-proposal conference by dialing 1-206-413-8593 conference ID: 254 785 692#. Prospective offers will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from offers on the solicitation document as well as to clarify the contents of the solicitation. Attending offers must complete and sign the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The University will furnish responses via a written amendment to the solicitation which will be posted on the University's website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offer. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after the award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offer has any questions relating to this solicitation, the prospective offer shall submit the question electronically via e-mail to the contact person identified in this solicitation. The prospective offer shall submit questions no later than seven (7) days after the pre-proposal conference date and time indicated for this solicitation. The University may not consider any questions received more than fifteen calendar (15) days before the date set for submission of proposals. The University will furnish responses via email and posting on its web site. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offer. Oral explanations or instructions given by the University officials before the award of the contract will not be binding.

L.5 Reserved**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the University except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.8 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the University to comply with Section 2-536(b) that requires the University to make available electronically copies of records that must be made public. The University's policy is to release documents relating to University proposals, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.13 CERTIFICATES OF INSURANCE

Prior to executing a contract for this requirement, the selected firm shall procure and maintain the types, values, and limits of insurance throughout the entire period of performance under this contract. The Contractor shall submit certificates of insurance giving evidence of the required coverages before commencing work.

Note: In the description section include the following:

- Project number.
- Project name.
- A Waiver of Subrogation applies in favor of the University of the District of Columbia for all claims made against the District, its officers, directors, and employees.

Evidence of insurance shall be submitted within five (5) days of contract award to:

Eddie Whitaker, Contracting Officer
University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Avenue, N.W
Washington, DC 20001
Bldg. 39, Room 200C
Telephone: 202-274-5191
Email to: mgadson@udc.edu

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The University must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.15 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the University's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.16.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.16.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.2 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the University the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the University.

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non- responsible.

SECTION M - EVALUATION FACTORS**M.1 EVALUATION FOR AWARD**

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

M.2 EVALUATION

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

FACTOR 1

Professional qualifications, experience and expertise in delivering feasibility studies for university housing or modern educational facilities, to include three (3) projects in the past seven (7) years and feedback from clients for the five projects. **(50 Points)**

Subfactor 1 – Three projects in past 7 years illustrating qualifications, experience and expertise in feasibility studies for university and / or modern educational facilities. **(35 Points)**

Subfactor 2 – Letters of Recommendation/Feedback for each project mentioned in Sub Factor 1. **(15 Points)**

FACTOR 2

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

Subfactor 1 – Resume of key personnel illustrating their experience & qualifications. **(20 Points)**

Subfactor 2 – Two letters of recommendation for each proposed key personnel. **(10 Points)**

FACTOR 3

Expertise in schedule development, identifying specific tasks associated with feasibility studies of this nature and providing sequencing and timelines for each. This shall include demonstrating how the contractor's knowledge and past experience with other public and/or federal land grant institutions will benefit the development and delivery of this project. **(20 Points)**

Subfactor 1 – Contractor's understanding of the tasks required to successfully implement the project. **(10 Points)**

Subfactor 2 – Schedule development with specific tasks associated with the Feasibility Study. **(5 Points)**

Subfactor 3 – Contractor’s knowledge and past experience with other public and / or federal land grant institutions and how that knowledge and experience will inform delivery of this project. **(5 Points)**

M.4 EVALUATION CRITERIA

Proposals will be evaluated based on the prospective firms’ submittals in response to this request. Interested firm(s) will be required to submit qualifications that demonstrate both their ability to provide services in accordance with the Scope of Work, as well as their demonstrated success and experience in providing Feasibility Studies for Student Housing.

M.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.5.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.5.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.5.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.5.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.5.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.5.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.5 Vendor Submission for Preferences

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001**

M.5.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

Attachment J.1 Scope of Work – Appendix A

APPENDIX ‘A’ SCOPE OF WORK

The Consultant/AE shall complete the following five (5) tasks consisting of series of services, in consultation and collaboration with the University Stakeholders and Facilities Office:

Task 1: Building & Site Assessment and Existing Conditions Analysis:

- Assess and evaluate the existing Building 44 & site to determine how a reconstructed facility might best be planned and utilized.
- Assess and evaluate existing utilities to the existing building and determine capabilities and capacities for new construction and major renovations.
- Develop a space assessment and program analysis.
- Determine which programs are best suited in the reconstructed building.
- Consultant to study options based on programmatic drivers/needs, overall facility process and workflows, programmatic adjacencies, and other factor to be defined.
- Consider strategic improvements to a reconstructed facility to enhance the ability to support current and future research functions.

Task 1 Meetings:

Anticipate monthly meetings through this phase. When possible, per University Guidelines, interview sessions should be conducted in-person and on campus and should be conducted with Academic representatives, on-site facilities department, and University Administrative representatives. Other meetings could be held virtually as warranted.

Task 1 Deliverables

Building & Site Analysis and Assessment Findings

Task 2: Space Needs Analysis & Program Development:

- The study will work closely with Planning, Design and Properties to evaluate and assess research space usage, space requirements and related data.
- Meet with users to develop a basic program document.
- Summarize the mission and vision of the project.
- Work with administration to finalize overall space projections and needs for new or renovated facilities including the identification of facility's needs and programming gaps for present and future.
- Organize existing data analytics and utilize data as planning and design drivers.
- Provide the estimated space requirements for future activities and programs.
- Develop initial program space document for new space.
- Site utility scope. Understand what site utilities and capacities the reconstructed building needs.
- Provide a summary list of permits that will or may be required for this project to advance to the design stage.
- Provide assessment and evaluation of process flow including materials, systems, people, and waste.
- Provide an assessment and evaluation of maintenance and operational efficiencies and costs.

Task 2 Meetings:

Anticipate monthly meetings through this phase. When possible, per University Guidelines, interview sessions should be conducted in-person and on campus and should be conducted with Academic representatives, on-site facilities department and University Administrative representatives. Other meetings could be held virtually as warranted.

Task 2 Deliverables

Space Needs Analysis and Program Summary

Task 3: Planning Scenarios and Concept Design:

- Work with University Stakeholders and Facilities to develop planning drivers and priorities.
- Apply the established space and facility projections and growth needs to create, develop, and analyze planning scenarios.
- Develop a clear and feasible strategic, prioritized, and phased framework for the planning and development of the project including:
 - o Determine what programs could/be and need to be located in the reconstructed building.
 - o Consider project sequencing opportunities in considering these scenarios.
- Provide multiple planning scenarios that address the findings from Tasks 1 and 2. Provide an understanding of cost and logistical complications with each scenario along with other pros and cons. Utilize stacking diagrams to help illustrate the options. Additionally, address short- and long-term opportunities with each option.
 - a. Develop basic concept level floor plans and building massing to help convey design ideas presented in the planning scenarios which may include any additions and renovations that be required to meet future space needs,
 - b. Designing and sequence improvements whereby faculty, students, and staff may be relocated in whole or in part to other facilities required to accommodate this effort.
- Develop Conceptual Design for building and site. Include concept level building/engineering/site/civil/utility/landscape scope. Calculate the impervious surface and green space addition/loss.

Task 3 Meetings:

Anticipate monthly meetings through this phase with the core working group consisting of the Administration, Academic Department representatives, on-site facilities department and University Administrative representatives. Meetings may consist of both in-person and virtual platforms.

Task 3 Deliverables

Planning Scenarios findings – Draft report Outline

Conceptual Design Documents and Renderings

Task 4: Cost Estimate and Schedule

Develop a conceptual cost estimate and schedule for any proposed planning scenario.

- Review the budget and provide a high-level breakdown of costs and fees.
- Determine a high-level schedule that includes design and construction durations.

Task 4 Meetings:

At least two meetings with the core working group that may be combined with other agenda tasks. If held separately, these meetings can be on a virtual platform.

Task 4 Deliverables

Cost Estimate and Schedule

Task 5: Final Presentation:

Provide a final presentation to administration and University stakeholder representatives on scenarios and costs to implement the building program study. This study should not make any recommendations about advancing the project or make any recommendations about various programmatic options.

- Review progress of the scope, program, and other data with specific OPP stakeholders prior to submitting the first draft.
- Prepare and submit a draft report and final report for review and comment by the University.

Task 5 Meetings:

At least one virtual meeting with the core working group and several virtual work sessions with the Facilities Project Managers.

Task 5 Deliverables

Final presentation and final report.

Attachment J.2

Standard Contract Provisions for Architectural & Engineering Services

District of Columbia District of General Services

Released October 2018

Standard Contract Provisions

**General Provisions
(Architectural & Engineering Services Contract)**

ARTICLE 1. DEFINITIONS

- A.** "Architect-Engineer" means the individual, individuals, and or firm identified as the "Architect-Engineer" in the preamble of Contract executed by and between the District and the Architect-Engineer for the Project.
- B.** "Change Order" means a document signed by the District and the Architect-Engineer to authorize an addition, deletion or revision in the services, the Architect-Engineer's cost of, or the time required for, the performance of any part of the services under the Contract, issued on or after the Effective Date of the Contract.
- C.** "Contract" means the written contract for professional services between the District and the Architect-Engineer, including all exhibits, Standard Contract Provisions, and any duly executed amendments.
- D.** "Contracting Officer" means the District official authorized to execute and administrate the Contract on behalf of the District. Within UNIVERSITY, the Director is the Chief Contracting Officer. The Director may make delegations of procurement authority to additional contracting officers within UNIVERSITY.
- E.** "District" means the District of Columbia, University of the District of Columbia, (the "Department" or "UNIVERSITY"), a party to the Contract.
- F.** "Project" means the District's project identified in the Contract, of which Architect-Engineer's services under the Contract as a party.
- G.** "Scope of Services" means any and all work done in any and all phases of the Project, pursuant to and as set forth by the Department in the Contract.
- H.** "Day or Days" All references to day or days in these Standard Contract Provisions will be counted based on calendar days not business days.

ARTICLE 2. GENERAL

- A.** The Contracting Officer shall have authority to take any action provided for herein on behalf of the District, including approval, certifications, vouchers, acceptance and changes within the Scope of Services.
- B.** The Architect-Engineer's period of performance shall commence on the effective date as agreed and as specified in the Scope of Services or in each task order issued by the Contracting Officer and ends on the date all required services are satisfactorily completed in accordance with the terms of the Contract and Project close-out documents and all deliverables are delivered to the District.
- C.** All services shall be prosecuted under the direction of a principal officer or responsible representative of the Architect-Engineer, approved by the Contracting Officer. The design of architectural, civil, structural, mechanical, plumbing, electrical, or other engineering features of the Project shall be accomplished in accordance with the terms of the Contract and reviewed and certified in accordance with applicable District of Columbia regulations by architects or engineers registered to practice in the District of Columbia in the particular professional field involved.

- D. The Architect-Engineer shall furnish sufficient technical, supervisory and administrative personnel to ensure the efficient prosecution of the services in accordance with the approved Project Schedule.
- E. The Architect-Engineer agrees that duly authorized representatives of the District shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications or other technical or non-technical data, including but not limited to payroll of company personnel, pertaining to the services performed under the Contract.
- F. The standard of care. The Architect-Engineer, its consultants and subcontractors shall perform the services consistent with the professional skill and care ordinarily provided by members of the same profession currently practicing under similar or same circumstances in the same or similar locality of the Project. The standard of care shall not be altered by the application, interpretation, or construction of this or any other provision of these Standard Contract Provisions or the Contract.

ARTICLE 3. PROGRESS SCHEDULES AND REPORTS

- A. **Generally.** In addition to the requirements set forth in the Scope of Services and the requirements set forth elsewhere in the Contract, the Architect-Engineer shall furnish progress reports monthly, biweekly and with each payment request, describing accomplishments, decisions and overall progress made during the period covered by the report and including the most recent Project Schedule and as set forth in more detail in this Article 3.
- B. **Monthly Reports.** The Architect-Engineer shall provide written reports to the District, at a minimum on a monthly basis on the progress of the Project, including, but not limited to, a baseline schedule and schedule updates with narrative demonstrating the critical path of the services in Primavera format in the latest available version or as designated by the Contracting Officer. The monthly written reports shall also include, at a minimum, the services accomplished, problems encountered, cost updates, an economic inclusion report, cash flow updates, quality assurance reports and other similar relevant data as the District may reasonably require.
- C. **Biweekly Updates.** The Architect-Engineer shall also provide written update reports to the District on a biweekly basis, which shall reflect actual conditions of Project progress as of the date of the update. The update shall reflect the actual progress of designs or construction, as the case may be, identify developing delays, regardless of their cause, and reflect the Architect-Engineer's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. Via a narrative statement (not merely a critical path method schedule), the Architect-Engineer shall identify the causes of any potential delay and state what, in the Architect-Engineer's judgment, must be done to avoid or reduce that delay. The Architect-Engineer shall point out, in its narrative, changes that have occurred since the last update, including those related to major changes in the Scope of Services, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes. Any significant variance from the previous schedule or update shall also be identified in a narrative, together with the reasons for the variance and its impact on Project completion. All schedule updates shall be in the latest version of Primavera format and reasonably acceptable to the District. The District may make reasonable requests during the Project for changes to the format or for further explanation of information provided. Submission of updates showing that Substantial Completion or Final Completion of the Project will be achieved later than the applicable scheduled completion date shall not constitute requests for extension of time and

shall not operate to change the scheduled completion date. The District's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than the dates agreed upon shall not be regarded as the District's agreement that the Architect-Engineer may have an extension of time, or as a waiver of any of the District's rights, but merely as the Architect-Engineer's representation that, in the Architect-Engineer's best projection, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date. Changes to the scheduled completion dates may be made only in the circumstances and only by the methods set forth in the Contract.

- D. Condition Precedent to Payment.** All payments to Architect-Engineer are contingent upon satisfactory performance of the terms and conditions set forth in the Contract as determined by the Contracting Officer. Requisitions for payment shall be accompanied by a Project Progress Report which shall include the information set forth in this Article 3 and a statement indicating the percentage of completion of all required services for the Project.

ARTICLE 4. RESPONSIBILITY OF THE ARCHITECT-ENGINEER

- A. Quality.** The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawing, specifications, and other services furnished. The Architect-Engineer shall, without additional compensation correct or revise any errors or deficiencies in its designs, drawings, specification and other services.
- B. Scope of Services.** The Architect-Engineer shall accomplish the design services required pursuant to the Scope of Services or under each task order. The services, as set forth in the Contract, shall include but are not limited to the services required to enable the District to award the related construction contract pursuant to standard District procedures, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price set forth in the Contract.
1. If bids or proposals are not solicited within 180 days following the District's acceptance of the services to be provided under the Scope of Services or task order, the Architect-Engineer shall, prepare an estimate of constructing the design submitted and such estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.
 2. If the bids or proposals for the construction contract received exceed such estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within such funding limitation. Such redesign services shall be performed at no increase in the price of the Contract. However, the Architect-Engineer shall not be required to perform such additional services at no cost to the District if the unfavorable bids or proposals are the results of unforeseeable causes beyond the control and without the fault and negligence of the Architect-Engineer.
- C. Designing to Budget.** The Architect-Engineer shall promptly advise the Contracting Officer if the Architect-Engineer finds that the Project design will exceed or is likely to exceed the funding limitations and the Architect-Engineer is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Architect-Engineer's revised estimate of construction cost. The Contracting Officer may, if he determines that the estimated construction contract price set forth in the Scope of Services or task order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in the scope, quality or type of materials, or both, as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth elsewhere in the Contract or he may adjust such estimated construction contract price.

D. Project Management and Inspection Entity. In the event the Contract requires the Architect-Engineer to provide construction period services, the Architect-Engineer shall also, at intervals of no less than once per week or as set forth in the Scope of Services, be responsible for:

1. *Visits to Site and Observation of Construction.* An Architect-Engineer representative who is knowledgeable of the Project and competent in each discipline that has trade activities and stages of construction being performed shall visit the site at the agreed-to intervals to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and on such observations, the Architect-Engineer shall endeavor to determine whether such work is proceeding in accordance with the Contract Documents and shall keep the District informed of the general progress of the work in relation to the overall schedule. The Architect-Engineer shall document the site visit in writing and shall submit his findings in accordance with the report requirements set forth in Article 3 herein.
2. *Inspections of Work in Progress by the Architect-Engineer.* During his periodic visits to the site to observe the work in progress, the Architect-Engineer shall, as a minimum, spot check the work installed and in progress to determine compliance with the requirements of the Contract Documents and the codes and installation/workmanship standards listed therein. Defective and noncompliant work observed during such visits shall be noted in the Architect-Engineer's reports and pointed out to the Contracting Officer and Program Manager. The Architect-Engineer shall identify for the Project Manager any specific checks or inspections to be made. The results of these inspections shall be made a part of the Project's daily log and reports. The Architect-Engineer shall document the inspection in writing.
3. *Supplemental Inspections and Tests.* For work not in compliance with the Contract Documents, the Architect-Engineer shall, with the District's approval, require additional or supplemental inspection or testing. The Architect-Engineer shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall determine whether, in its opinion as an Architect-Engineer, their content complies with the requirements of each. The Architect-Engineer shall also determine whether the results certified indicate compliance with the Contract Documents. The Architect-Engineer shall document the inspection in writing.
4. *Defective Work.* During its site visits and based on its observation during such visits, the Architect-Engineer may disapprove the contractor's work, or any portion thereof, while the work is in progress if Architect-Engineer believes that such work does not conform to the Contract Documents or the approved shop drawings or other submittals. The Architect-Engineer may also recommend that the District reject any work that the Architect-Engineer believes will not result in a completed Project that conforms generally to the Contract Documents or that it believes will prejudice the integrity of the design as reflected in the Contract Documents. The Architect-Engineer shall document the defective work in writing.

E. Code and Regulatory Compliance. The Architect-Engineer is responsible for designing the project and administering the construction phase of the Project in accordance with applicable District of Columbia Codes and other regulatory requirements applicable to the Project. Nothing contained herein shall be construed as relieving the Architect-Engineer, any other professional design consultant, or any contractor, supplier or other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the University of the District of Columbia and its divisions, or any employee or official of the District, in no way absolve any other person, firm or corporation involved

the Project from their full responsibilities under the applicable laws, codes and professional practice as required in projects for the District of Columbia. Lack of comment by a District of Columbia reviewer does not relieve the Architect-Engineer from designing to meet the applicable code or Architect-Engineer Manual requirements or applicable regulations related to water, sewer, fire department service, and other utilities.

1. *Additional Costs.* If the correction of a code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The District shall bear only the costs attributable to the actual code or regulation-required enhancement of the Project.
 2. *Code Interpretation.* If the Architect-Engineer believes that a code or a regulation is unclear as to meaning, the Architect-Engineer shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate. The Architect-Engineer shall be entitled to rely on the written opinion, if any, received from such agency.
- F. As-Built Drawings.** At completion of the Project, the Architect-Engineer shall prepare a full set of record drawings showing the "as-built" condition of the Project and including the locations of all utilities based on his own records and upon information supplied by the Construction Manager, Contractor or Design-Builder, as applicable, on which the Architect-Engineer may rely. These drawings will consist of the original working drawings and the original of supplemental drawings and details modified to show the "as built" conditions both in paper, tracings, and electronic media. "As-built" drawings shall be turned over to the District as a condition precedent to Substantial Completion; final payment of the Architect-Engineer's fees shall not be due until the building is accepted by the District, the final Application for Payment is made, in acceptable form, to and accepted by the District, and record drawings and "as-built" drawings in the form of paper, tracings, and electronic media in the form of Compact Discs in latest version of AutoCAD. The District reserves the right to occupy the building, or portions thereof, prior to final acceptance.
- G. No Waiver.** Neither the District's review, approval or acceptance of, nor payment for, any of the services required under the Contract shall be construed to operate as a waiver or any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Architect-Engineer shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the Architect-Engineer's negligent or intentionally wrongful act, omission or default while performing any of the services under the Contract.
- H. Remedies Inclusive.** The rights and remedies of the District and the Architect-Engineer provided for under the Contract are in addition to any other rights and remedies provided by law.

ARTICLE 5. PAYMENTS

- A. Invoices.** The Architect-Engineer shall submit an invoice to the District, along with District-required documentation. The invoice shall generally itemize the various phases or parts of the Total Contract Amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. The invoice shall also include a certification statement signed by the Architect-Engineer stating that the Architect-Engineer has paid its consultants, subcontractors and suppliers their individual proportional share of all previous payments, including interest if applicable, received from the District in accordance with the terms of the Architect-Engineer's subcontract with such persons or companies and these Standard Contract Provisions. Invoices for reimbursables shall include documentation of costs for which reimbursement is sought. Invoices for Architect-Engineer Services being performed on an

hourly rate basis shall show the technical classifications, names of the persons performing the Architect-Engineer services, man hours expended, marked up hourly rates for the classification, and the extended cost amount.

- B. Invoice Disputes.** Unless there is a dispute about the compensation due the Architect-Engineer, including, but not limited to, claims by the District against the Architect-Engineer, then within thirty (30) days after receipt by the District of the Architect-Engineer's acceptable invoice, which shall be considered the invoice receipt date, the District shall pay to the Architect-Engineer the amount approved less any retainage and less any prior payments or advances made to Architect-Engineer. The date on which payment is due shall be referred to as the "payment date."
- C. Frequency.** Invoices prepared the Architect-Engineer relating to the amount and value of work and services performed by the Architect-Engineer under the Contract shall be made periodically (not more often than monthly) and sent to the District for payment, accompanied by such documentation and supporting data as may be required by the Contracting Officer.
- D. Retainage.** Upon approval of such invoice amounts by the Contracting Officer and presentation of proper documentation by the Architect-Engineer, payment of the invoice amount as determined above less agreed upon retainage and all previous payments shall be made in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.* Unless otherwise provided for in the Contract, the retained payment percentage shall be 5%, provided, however, that if the Contracting Officer determines that the work is Substantially Complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the District, he may in his discretion release to the Architect-Engineer such excess amount.
- E. Final Payment.** Upon the satisfactory completion of the Architect-Engineer's services and formal notification of its final acceptance by the Contracting Officer, the Architect-Engineer shall be paid the unpaid balance of any money due hereunder, including retained percentages. Prior to such final payment under the Contract or prior to settlement upon termination of the Contract and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the District arising under or by virtue of the Contract other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.
- F. Document Ownership.** All drawings, designs, specifications and other Architect-Engineer deliverables first produced solely for the District in the performance of the Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work shall be and remain the sole property of the District and may be used on any other work without additional cost to the District. With respect thereto, the Architect-Engineer agrees not to assert any rights or to establish any claim under the design patent or copyright laws and not to publish or reproduce such matter in whole or in part or in any manner or form or authorize others so to do without the written consent of the District, until such time as the District may have released such matter to the public. Further, with respect to any architectural design which the District desires to protect by applying for and prosecuting a design patent application or otherwise, the Architect-Engineer agrees to furnish the Contracting Officer such duly executed instruments and other papers (prepared by the District) as are deemed necessary to vest in the District the rights granted it under this clause. The Architect-Engineer agrees to furnish and provide access to the originals or copies of all such materials on the request of the Contracting Officer for a period of three (3) years after completion for the project.

- G. Corrections of Work Post-Payment.** Notwithstanding the acceptance and approval by the District of any services performed or provided by the Architect-Engineer, the Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by the Architect-Engineer under the Contract. The Architect-Engineer shall, without additional compensation, correct or revise any errors or deficiencies or omissions in the Architect-Engineer's services.
- H. Payment Not Waiver.** The District's review, approval or acceptance of, or payment for, any of the Materials and Services required under the Contract shall not constitute any representation, warranty or guaranty by the District as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the District's rights or privileges under the Contract or of any cause of action arising out of the performance of the Contract. No person or firm shall rely in any way on such review, approval or acceptance by the District. The Architect-Engineer shall be and remain liable in accordance with Applicable Law for all damages to the District caused by the Architect-Engineer. Review, approval or acceptance by the District or the Contracting Officer under the Contract shall not constitute approval otherwise required by any of the District departments, boards, commissions, or other regulatory agencies in the exercise of their independent regulatory authority.
- I. Errors and Omissions.** Without limiting the Architect-Engineer's responsibility set forth above, such responsibility, by way of illustration shall include the following: If any error or omission in the Construction Documents submitted by the Architect-Engineer requires a change in the Scope of Services or any portion thereof, the Architect-Engineer shall promptly complete such change at no additional cost to the District.
- J. Compensation Disputes.** Disputes regarding the compensation due the Architect-Engineer may include, but are not limited to, the amount due, the value or percentage of the Architect-Engineer Services completed, defects or deficiencies in the Architect-Engineer Services, quality of the Architect-Engineer Services, compliance with the Contract Documents, completion itself, or negligent performance of professional services on the part of the Architect-Engineer. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Architect-Engineer Services not in dispute, subject to any setoffs claimed by the District.
- K. Adjustments.** All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any invoice by the Architect-Engineer contains a defect or impropriety which would prevent payment by the Payment Date, the District shall notify the Architect-Engineer in writing of such defect or impropriety within ten (10) days after the invoice receipt date. Any disputed amounts determined by the District to be payable to the Architect-Engineer shall be due thirty (30) days from the date the dispute is resolved. Interest shall be paid by the District in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*
- L. Payments to Subcontractors.** The Architect-Engineer shall make a payment to each of its Consultants and Subcontractors, not later than seven (7) calendar days after receipt of amounts paid to the Architect-Engineer by the District, in an amount equal to the proportionate share of the total payment, including any interest, received from the District attributable to the Architect-Engineer Services performed by Consultants and Subcontractors less a retainage of not more than five percent (5%) if provided for in the applicable subcontract, said retainage being the same money, not additional money, retained by the District from the payment to the Architect-Engineer.

ARTICLE 6. CHANGES

A. Generally. The Contracting Officer may at any time by written order make changes within the general scope of the Contract to the Scope of Services to be performed under each task order. If such changes cause an increase or decrease in the Architect-Engineer's cost of or time required for performance of any service under the Contract, or both, upon approval of the Contracting Officer, an equitable adjustment shall be made and the Contract shall be modified in writing by the Contracting Officer accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be made in writing to the Contracting Officer within ten (10) days from the date of receipt by the Architect-Engineer of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under this Contract. If the Architect-Engineer requests changes to the Scope of Services, the Architect-Engineer must demonstrate to the satisfaction of the District that the changes are necessary and not due to the acts or omissions of the Architect-Engineer. Generally, the time of performance of the Contract and/or any task order may be extended for the administrative convenience of the District or for other purposes whenever the Contracting Officer determines such action will not be a cause for additional fee or other related cost.

B. Additional Compensation. Compensation to the Architect-Engineer beyond the monetary limits set forth in the Contract shall only be made if and when a Change Order to the Contract is duly executed by the Parties. Nothing herein shall limit the District's ability to make changes to the Contract unilaterally.

C. Designated Change Orders. The Contracting Officer may, at any time, by written order designated or indicated to be a change order, make any changes in the work within the general scope of the Contract, including but not limited to changes:

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the services;
3. In the District furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the services.

Nothing provided in this Article shall excuse the Architect-Engineer from proceeding with the prosecution of the services so changed.

D. Other Change Orders. Any other written order or an oral order (which term as used in this Section shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Architect-Engineer gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Architect-Engineer regards the order as a Change Order.

E. General Requirements. Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Architect-Engineer to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Architect-Engineer's cost of, or the time required for, the performance of any part of the services under the Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall

be allowed for any cost incurred more than thirty (30) days before the Architect-Engineer gives written notice as therein required unless this thirty (30) day period is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Architect-Engineer in attempting to comply with such defective drawings and specifications.

1. If the Architect-Engineer intends to assert a claim for an equitable adjustment under this Article, the Architect-Engineer must, within thirty (30) days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (D) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (D) above.
 2. With respect to the notification obligations of the Architect-Engineer hereunder, time is of the essence. A failure to provide timely notice constitutes waiver of the claim. No claim by the Architect-Engineer for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.
- F. Change Order Breakdown.** Contract prices shall be used for Change Order work where the services, as changed, are of similar nature; no other costs, overhead or profit will be allowed.
1. Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable adjustment of the Architect-Engineer's compensation and time for performance.
 2. When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 7 and shall be based upon the breakdown shown in following subsections a) through g). The Architect-Engineer shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.
 - a) *Labor*—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable by the District. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
 - b) *Rented Equipment*—Payment for required equipment rented from a third party company that is neither an affiliate of, nor a subsidiary of, the Architect-Engineer will be based on receipted invoices, which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Architect-Engineer shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Architect-Engineer or an affiliate of or subsidiary of the Architect-Engineer.
 - c) *Architect-Engineer's Equipment*—Payment for required equipment owned by the Architect-Engineer or an affiliate of the Architect-Engineer will be based solely on an hourly rate

derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.

- d) *Miscellaneous*—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
- e) *Subcontract Work*—Payment for additional necessary subcontract work will be based on applicable procedures in a) through f), to which total additional subcontract work, up to an additional 10 percent, may be allowed for the Architect-Engineer's overhead and profit.

G. Significant Changes in Character of Services.

1. The Contracting Officer reserves the right to make, in writing, at any time during the performance of services, such changes in quantities and such alterations in the services as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract, and the Architect-Engineer agrees to perform the services as altered.
2. If the alterations or changes in quantities significantly change the character of the services under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the services. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Architect-Engineer in such amount as the Contracting Officer may determine to be fair and reasonable.
3. If the alterations or changes in quantities significantly change the character of the services to be performed under the Contract, the altered services will be paid for as provided elsewhere in the Contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the services as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - b. When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of services performed.
5. If the parties fail to agree upon the adjustment to be made, the dispute shall be processed as provided in Article 10 hereof entitled "Disputes". Nothing provided in this section shall excuse the Architect-Engineer from proceeding with the prosecution of services so changed.

ARTICLE 7. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Architect-Engineer is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

A. Differing Site Conditions.

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical

conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Architect-Engineer, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

2. Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, or both, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Contracting Officer will notify the Architect-Engineer of his/her determination whether or not an adjustment of the Contract is warranted.
3. No contract adjustment which results in a benefit to the Architect-Engineer will be allowed unless the Architect-Engineer has provided the required written notice; a failure to notify the Contracting Officer of the changed conditions prior to work being disturbed by said conditions shall constitute a permanent waiver of all right to compensation related to the changed conditions by the Architect-Engineer.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

B. Suspension of Work Ordered by Contracting Officer.

1. If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the nature of the services) and the Architect-Engineer believes that additional compensation or contract time, or both, is due as a result of such suspension or delay, the Architect-Engineer shall submit to the Contracting Officer in writing a request for equitable adjustment within ten (10) days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Contracting Officer will evaluate the Architect-Engineer's request. If the Contracting Officer agrees that the cost or time required for the performance of the Contract, or both, has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the Architect-Engineer or its consultants or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Architect-Engineer of his/her determination whether or not an adjustment of the Contract is warranted.
3. No contract adjustment will be allowed unless the Architect-Engineer has submitted the request for adjustment within the time prescribed; a failure to submit a request for adjustment in the time prescribed shall constitute waiver of all right to compensation related to the suspension of work by the Architect-Engineer.

ARTICLE 8. TERMINATION

- A. Termination for Default.** Termination, whether for default or convenience is not a Government claim. The Contracting Officer may terminate the Contract, or any task order issued thereunder by the Contracting Officer, for default, in whole or in part, if the termination is in the best interests of the Government, and the Architect-Engineer does any of the following:

1. Fails to complete the Services within the time specified in the Contract or any modification (including task orders);
2. Fails to make sufficient progress on contract performance so as to endanger performance

of the Contract (including any task order) within the time specified or in the manner specified in the Contract;

3. Fails or refuses to go forward with the services in accordance with the direction of the Contracting Officer;
4. Expresses through word or conduct an intention not to complete the services in accordance with the directions of the Contracting Officer;
5. Fails to perform any of the other provisions of the Contract (or any task order);
6. Materially deviates from the representations and capabilities set forth in the Architect-Engineer's response to the solicitation.

B. Final Decision of Contracting Officer. A termination for default is a final decision of the Contracting Officer. In order to contest a termination for default, the Architect-Engineer must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all Contract provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to ninety (90) days from the date of the Contracting Officer's final decision.

C. Delays. If the Architect-Engineer refuses or fails to prosecute the services, or any separable part thereof, with such diligence as will provide for its completion within the time specified in the Contract, or any extension thereof, or fails to complete said services within the specified time, the District may, by written notice to the Architect-Engineer, terminate its right to proceed with the services or such part of the services involving the delay. In such event, the District may take over the services and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the services such materials as may have been paid for by the District. Whether or not the Architect-Engineer's right to proceed with the services are terminated, the Architect-Engineer shall be liable for any liability to the District resulting from the Architect-Engineer's refusal or failure to complete the services within the specified time.

1. If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Architect-Engineer's right to proceed, the resulting damage will consist of such liquidated damages until the services are completed and accepted.
2. The Architect-Engineer's right to proceed shall not be so terminated nor the Architect-Engineer charged with resulting damage if:
 - a) The delay in the completion the services arises from unforeseeable causes beyond the control and without the fault or negligence of the Architect-Engineer, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Architect-Engineer and such consultants or subcontractors at any tier; and
 - b) The Architect-Engineer, within 72 hours from the beginning of any such delay, (unless the

Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

3. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the services when, in his/her judgment, the findings of fact justify such an extension, and his/her findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.
4. If, after notice of termination of the Architect-Engineer's right to proceed under the provisions of this Article, it is determined for any reason that the Architect-Engineer was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.
5. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.
6. The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

D. Opportunity to Cure. Notwithstanding the foregoing sections A and C, the Contract will not terminate as a result of the failure to perform if the Architect-Engineer begins, immediately upon receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure with no more than ten (10) days of receipt thereof. The Contracting Officer in its sole discretion, but is not obligated to, may extend the period to cure if the Department finds a legitimate reason for the extension.

E. Termination for Convenience of the District Government

1. The performance of services under the Contract, or any task order issued thereunder by the Contracting Officer, may be terminated by the District in accordance with this Article, in whole or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Architect-Engineer of a Notice of Termination specifying the extent to which performance of services under the Contract (or task order) is terminated, and the date upon which such termination becomes effective.
2. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Architect-Engineer shall:
 - a) Stop work under the Contract (or task order) on the date and to the extent specified in the Notice of Termination.
 - b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the services under the Contract (or task order) as is not terminated.
 - c) Terminate all orders and subcontracts to the extent that they relate to the performance of the services terminated by the Notice of Termination.

- d) Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Architect-Engineer under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - e) Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all purposes of this Article.
 - f) Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer completed, or partially completed plans, drawings, information and other property which, if the Contract (or task order) had been completed, would have been required to be furnished to the District.
 - g) Complete performance of such part of the services as shall not have been terminated by the Notice of Termination.
 - h) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Architect-Engineer and in which the District has or may acquire an interest.
 - i) The Architect-Engineer shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
3. After receipt of a Notice of Termination, the Architect-Engineer shall submit to the Contracting Officer its termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Architect-Engineer made in writing within such ninety (90)-day period or authorized extension thereof. In the event the Architect- Engineer was terminated for default and it asserts that it is entitled to a termination for convenience, its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of ninety (90) days from the date of the default termination. With respect to a termination for convenience, if the Contracting Officer determines that the facts justify such action, he/she may receive and act upon any such termination claim at any time after such ninety (90)-day period or extension thereof. Nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Architect-Engineer beyond ninety (90) days from the date of the default termination. Upon failure of the Architect- Engineer to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him/her, the amount, if any, due to the Architect-Engineer by reason of the termination and shall thereupon pay to the Architect-Engineer the amount so determined.
4. Subject to the provisions of Section 3 above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Architect-Engineer and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Architect-Engineer by reason of the total or partial termination of services pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on services completed; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of

payments otherwise made and as further reduced by the Contract price of any services not terminated. The Contract shall be amended accordingly, and the Architect-Engineer shall be paid the agreed amount. Nothing in Section 5 below prescribing the amount to be paid to the Architect-Engineer in the event of failure of the Architect-Engineer and the Contracting Officer to agree upon the whole amount to be paid to the Architect-Engineer by reason of the termination of services pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Architect-Engineer pursuant to this paragraph.

5. In the event of the failure of the Architect-Engineer and the Contracting Officer to agree as provided in Section 4 above upon the whole amount to be paid to the Architect-Engineer by reason of the termination of services pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him/her, the amount, if any, due the Architect-Engineer by reason of the termination and shall pay to the Architect-Engineer the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with Section 4 above:
 - a) With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - i) The cost of such services;
 - ii) The cost of settling and paying claims arising out of the termination of services under subcontracts or orders as provided in Section 2(e) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under on Section 5(a)(i) above; and
 - iii) A sum, as profit on Section 5(a)(i) above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Architect-Engineer would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and services performed by the Architect-Engineer for the terminated portion of the Contract (or task order) but may not be allowed on the Architect-Engineer's settlement expenses. Anticipatory profits and consequential damages shall not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.
 - b) The reasonable cost of the preservation and protection of property incurred pursuant to Section 2(i); and any other reasonable cost incidental to termination of services under the Contract including expense incidental to the determination of amount due to the Architect-Engineer as the result of the termination of work under the Contract.
6. The total sum to be paid to the Architect-Engineer under Section 5(a) above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of services not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Architect-Engineer under Section 5(a) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District
7. The Architect-Engineer shall have the right of appeal, under Article 9 herein, from any determination made by the Contracting Officer under Sections 3 or 5, above, except that, if

the Architect-Engineer has failed to submit its claim within the time provided in Section 3 above and has failed to request extension of such time, the Architect-Engineer shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under Sections 3 or 5, above, the District shall pay to the Architect-Engineer the following:

- a) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 - b) If an appeal had been taken, the amount finally determined on such appeal.
8. In arriving at the amount due the Architect-Engineer under this Article there shall be deducted:
- a) all unliquidated advance or other payments on account theretofore made to the Architect-Engineer, applicable to the terminated portion of the Contract (or task order);
 - b) any claim which the District may have against the Architect-Engineer in connection with the Contract; and
 - c) the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Architect-Engineer or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
9. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract (or task order), the Architect-Engineer may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Architect-Engineer to agree upon the amount or amounts to be paid to the Architect-Engineer for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
10. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Architect-Engineer in connection with the terminated portion of the Contract (or task order) whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Architect-Engineer will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Architect-Engineer to the District upon demand, together with interest in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*
11. Unless otherwise provided in the Contract or by applicable statute, the Architect-Engineer, from the effective date of termination and for a period of three (3) years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Architect-Engineer, but without direct charge to the District, all its books, records, documents and other evidence bearing on the costs and expenses of the Architect-Engineer under the Contract and relating to the services terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.
12. By virtue of a Termination for Convenience, the Architect-Engineer shall not become entitled to payment for defective services, deficient services, rejected services, or services not in accordance with the plans or specifications set forth in the Contract.

ARTICLE 9. DISPUTES

A. Generally. All disputes arising under or relating to the Contract shall be resolved as provided herein.

B. Claims by the Architect-Engineer against the District.

1. Claim, as used in this Section B of Article 9, means a written assertion by the Architect- Engineer seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the Contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- a) All claims by the Architect-Engineer against the District arising under or relating to the Contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
 - b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Architect-Engineer.
 - c) Any failure by the Contracting Officer to issue a decision on a Contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.
 - i) If the Architect-Engineer is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Architect-Engineer, the Architect-Engineer shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Architect-Engineer's claim.
 - ii) Liability under this section shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - d) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Architect-Engineer's knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.
 - e) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Architect-Engineer knew or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.
 - f) The parties agree that there shall be no claims for unabsorbed home office overhead.
2. The Architect-Engineer's claim shall contain at least the following:
- a) A description of the claim and the amount in dispute;

- b) Any data or other information in support of the claim;
 - c) A brief description of the Architect-Engineer's efforts to resolve the dispute prior to filing the claim; and
 - d) The Architect-Engineer's request for relief or other action by the Contracting Officer.
 - e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.
3. The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Architect-Engineer.
 4. Pending final decision of an appeal, action, or final settlement, the Architect-Engineer shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District Against the Architect-Engineer.

1. Claim as used in this Section C of Article 9, means a written demand or written assertion by the District, including the Contracting Officer, seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the Contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the District to notify the Architect-Engineer prior to the issuance of the Contracting Officer's final decision.
2.
 - a) All claims by the District against the Architect-Engineer arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Architect-Engineer.
 - b) The decision shall be supported by reasons and shall inform the Architect-Engineer of its rights. Specific findings of fact shall not be required.
3. This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
4. The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Architect-Engineer.
5. Pending final decision of an appeal, action, or final settlement, the Architect-Engineer shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
6. The Contracting Officer may enter into a voluntary exclusion agreement with the Architect-Engineer in order to settle any claim or dispute between the parties.

ARTICLE 10. RETENTION AND EXAMINATION OF RECORDS

Unless otherwise provided in the Contract, or by applicable statute, the Architect-Engineer, from the effective date of Contract completion and for a period of three (3) years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Architect-Engineer but without direct charge to the District, all its books, records, documents, and other evidence bearing on the costs and expenses of the Architect-Engineer under the Contract.

ARTICLE 11. COVENANT AGAINST CONTINGENT FEES

The Architect-Engineer warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Architect-Engineer for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 12. OFFICIALS NOT TO BENEFIT

A. District Employees Not To Benefit. Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met in accordance with DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations. The Architect-Engineer represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Architect-Engineer further covenants not to employ any person having such known interests in the performance of the Contract.

B. Anti-Competitive Practices and Anti-Kickback Provisions.

1. The Architect-Engineer recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Architect-Engineer shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The District shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.
2. The Architect-Engineer shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Architect-Engineer shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any

kickback in the contract price charged by Architect-Engineer or a Subcontractor of the Architect-Engineer to the District. The Architect-Engineer shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The District may take any recourse available to it under the law for violations of this anti-kickback provision.

ARTICLE 13. CONFLICT OF INTEREST AND ETHICS

A. Former Employees Generally. Pursuant to Public Law 95-521, as amended, no former employee of the United States District or the District of Columbia:

1. Shall knowingly represent the Architect-Engineer before any District agency through personal appearance or communication in connection with a matter involving specific parties to the Contract where the former District employee participated personally and substantially in this matter while employed with the District.
2. Shall within two (2) years after terminating District employment knowingly represent the Architect-Engineer before any District agency through personal appearance or communication in connection with a matter involving specific parties to the Contract where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of District service.

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

1. Shall, within two (2) years after terminating District employment knowingly represent or aid counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any District agency in connection with a matter involving specific parties where the former employee participated personally aid substantially in that matter while employed with the District.
2. Shall, within one (1) year after terminating District employment knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or with the intent to influence make any written or oral communication on behalf of anyone to his or her former District or agency or any of its officers or employees or (2) in connection with any particular District matter, whether or not involving a specific party which is pending before such District or agency or in which it has a direct and substantial interest.

C. Conflict of Interest. The Architect-Engineer represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Architect-Engineer represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the District, nor any person whose salary is payable, in whole or in part, from the District Treasury, shall participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in the Contract or in the proceeds

thereof.

- D. No Kick-Backs.** The Architect-Engineer shall not offer or receive any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with the Contract. The Architect-Engineer shall not confer on any public employee having official responsibility for the Contract any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value.
- E. No Contractor Employment.** No official or employee of the District of Columbia whose duties as such official or employee include matters relating to or affecting the subject matter of the Contract shall, during the pendency and term of the Contract and/while serving as an official or employee of the District of Columbia, become or be an employee of the Architect-Engineer or any entity that is a subcontractor on the Contract.

ARTICLE 14. DISMISSALS AND REPLACEMENT OF KEY PERSONNEL

- A. Dismissals by the District.** Should the continued employment of any person or persons in the Architect-Engineer's organization under the Contract be deemed by the Contracting Officer to be prejudicial to the interests of the District, such person or persona shall be immediately removed from the work hereunder. The Architect-Engineer shall make every effort in the selection of its employees and in the prosecution of the work under the Contract to safeguard all drawings and specifications and to prevent the theft conversion or unauthorized use of the same.
- B. Replacement of Key Personnel.** No substitutions for Key Personnel shall be permitted unless approved by the Contracting Officer. Any proposed replacement for Key Personnel must possess qualifications substantially similar to those of the Key Personnel being replaced and are subject to the prior written approval of the Contracting Officer. In addition, at the Contracting Officer's request at any time, the Architect-Engineer shall remove any Key Personnel or other personnel and substitute another employee of the Architect-Engineer or its subcontractors reasonably satisfactory to the Contracting Officer. The Contracting Officer may request such substitution at any time, in his/her sole discretion.
- C. Liquidated Damages.** In order to maintain project continuity the District expects that the Architect-Engineer will assign the same project managers to all phases of the Project and that such personnel will be available to oversee and coordinate the services throughout the Project. Accordingly, the Architect-Engineer's designated Key Personnel shall be subject to liquidated damages for their removal or reassignment by the Architect-Engineer. In each instance where the Architect-Engineer removes or reassigns one of its Key Personnel (but excluding instances where such personnel become unavailable due to death, disability, or separation from the employment of the Architect-Engineer or any affiliate of the Architect-Engineer) without the prior written consent of the Contracting Officer, the Architect-Engineer shall pay to the District an amount set forth in the Contract as liquidated damages and not a penalty, to reimburse the District for its administrative costs arising from the Architect-Engineer's failure to provide the Key Personnel. The foregoing liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the District's internal administrative costs. In addition, the District shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the Scope of Services of the Architect-Engineer in the event that a member of the Key Personnel has been removed or replaced by the Architect-Engineer without the consent of the District. In the event the District exercises the right to remove, replace or to reduce the Scope of Services of the Architect-Engineer, the District shall have the right to enforce the terms of the Contract and to keep-in-place those members of the Architect-Engineer's team not removed or replaced and the remaining members

shall complete the services required under the Contract in conjunction with the new members of the Architect-Engineer's team approved by the District.

ARTICLE 15. COMPLIANCE WITH FEDERAL AND DISTRICT OF COLUMBIA LAWS AND REGULATIONS

- A. Generally.** The Architect-Engineer shall at all times exercise the professional skill and care required by Section 2.F of these Standard Contract Provisions in observing and complying with all laws, codes, regulations, orders and decree set forth by any department, agency or branch of the United States District, and the District of Columbia applicable to the services.
- B. Equal Opportunity: Non-Discrimination in Employment.** During the performance of the Contract the Architect-Engineer shall comply with the provisions of Mayor's Order 85-85 as implemented by Title 4, Chapter 11 – Equal Employment Opportunity Requirements in Contracts, 33 DCR 4952 (August 15, 1986).
- C. Buy American Act.**
1. *Agreement*—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582. December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Architect-Engineer agrees that only domestic construction material will be used by the Architect-Engineer, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
 2. *Domestic Construction Material*—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.
 3. *Domestic Component*—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
 4. *Foreign Material* – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.
- D. Service Contract Act.** The Architect-Engineer agrees that the work performed under this Contract shall be subject to the Service Contract Act (41 U.S.C. 351 *et seq.*). The wage rates applicable to this Project shall be attached as an exhibit to the Contract. The Architect-Engineer further agrees that it and all of its subcontractors shall comply with the regulations implementing the Service Contract Act and such regulations are hereby incorporated by reference.

- E. False Claims Act.** The Architect-Engineer 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 District of Columbia Code §22-2405 and §§2-381.01 et seq.

ARTICLE 16. APPOINTMENT OF ATTORNEY

The Architect-Engineer does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District and his successors in office as the true and lawful attorney of the Architect-Engineer for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Architect-Engineer expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Architect-Engineer was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Architect-Engineer failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Architect-Engineer at the address stated in the Contract.

ARTICLE 17. INDEMNIFICATION

- A. Violation of Laws, Regulations, Specifications, and Breach of Contract.** If the Architect-Engineer violates any laws, regulations, codes or industry standards relating to the Project, the Architect-Engineer shall take prompt action to correct or abate such violation and shall indemnify and hold the District of Columbia and its officials, officers, agents, and employees, the Department and its consultants, representatives, agents, servants and employees harmless against any and all claims or liability, damages, fines, penalties, third party claims, suits, awards, actions, causes of action or judgments, including but not limited to reasonable attorney's fees and costs incurred thereunder, arising from or based on the violation of any such law, code, regulation, codes or industry standards, order or decree in performance of the Contract services whether by the Architect-Engineer, an employee or agent of the Architect-Engineer, any person, firm or corporation employee engaged by the Architect-Engineer or contractually associated with the Architect-Engineer in the performance of or in connection with the Services contemplated or performed under the Contract.. If the Architect-Engineer breaches the terms of this Contract, including the solicitation, letter contract, standard contract provisions, directives, specifications, manufacturer's specifications, and the RFP, the Architect-Engineer shall indemnify and hold the Department and its consultants, representatives, agents, servants and employees harmless against any damages, fines, penalties, claims, suits, awards, actions, causes of action or judgments, including but not limited to reasonable attorney's fees and costs incurred thereunder, that result from such breach.
- B. Professional Services.** To the fullest extent permitted by law, the Architect-Engineer shall defend, indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Architect-Engineer, a consultant or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party

indemnified hereunder.

- C. Non-Professional Services.** In addition, other than claims arising out of the performance of professional services, the Architect-Engineer shall defend, indemnify and hold harmless the Department, its representatives, consultants, officers, agents, servants and employees, from and against claims, liabilities, demands, losses, damages, judgments, costs, or expenses, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent such claims are caused by acts or omissions of the Architect-Engineer, a consultant or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder or arising out of the Contract services, provided that, such claims arise out of non-professional services required under the Contract.
- D. Third Party Disputes.** Disputes between the Architect-Engineer and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Architect-Engineer to a third party shall be resolved exclusively between the Architect-Engineer and the third party; the Architect-Engineer shall permit no pass-through suits to be brought against the District by a third party in the Architect-Engineer's name. However, nothing herein shall be construed to prevent the Architect-Engineer from paying a subcontractor's claim and seeking a timely equitable adjustment hereunder.

ARTICLE 18. SUBCONTRACTORS AND/OR OUTSIDE ASSOCIATES AND CONSULTANTS

- A. Prior Consent Required.** Except as otherwise provided in this Section 18 (A), the Architect-Engineer shall not delegate or enter into any Subcontracts for the performance of its obligations under the Contract, in whole or in part, without on each occasion obtaining the prior written consent of the Contracting Officer. Any subcontractors and/or outside associates or consultants required by the Architect-Engineer in connection with the Services covered by the Contract shall be limited to such individuals or firms as were specifically identified in the Architect-Engineer's written proposal and approved by the District during negotiations. Any proposed changes in such subcontractors, associates, or consultants shall be subject to the prior written approval of the Contracting Officer.
- B. Requests.** The Architect-Engineer shall submit to the Contracting Officer copies of all proposed subcontract(s) to be entered into by the Architect-Engineer, along with the Architect-Engineer's written request for the District's consent. All such subcontracts must specify that:
1. work performed by the subcontractor shall be in accordance with the terms of the Contract;
 2. nothing contained in such subcontract shall be construed to impair the rights of the District under the Contract;
 3. the District's consent to or approval of any subcontract shall not create any obligation of the District to any subcontractor;
 4. nothing contained in such subcontract, or under the Contract, shall create any obligation of the District to any subcontractor;
 5. the District shall be expressly designated a third party beneficiary of the subcontract;
 6. upon request by the District (at the District's sole option) and upon receipt of written notice from the District stating that the Contract between the District and the Architect-Engineer has been

terminated, the subcontractor agrees that it will continue to perform its obligations under the subcontract for the benefit of the District in accordance with the terms and conditions of the Contract, provided the District pays the subcontractor for the services rendered and materials provided by the subcontractor from and after the date of the termination of the Contract between the District and the Architect-Engineer at the same rate or in the same amount as set forth in the subcontract for services and materials after such date of termination;

7. the subcontractor shall be bound by the same requirements as the Architect-Engineer including confidentiality, maintenance and preservation of records, and audit by government representatives, under the Contract; and
8. the subcontractor agrees (i) to assign and transfer to the District all of its rights to sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the subcontract or the Contract, (ii) that, other than as directed by the District, it will not file a claim for refund for any sales or use tax which is the subject of this assignment; and (iii) that the District, in its own name or in the name of subcontractor, may file a claim for a refund of any sales or use tax covered by the assignment.

C. No Relief of Obligations. No permitted subcontract shall relieve the Architect-Engineer of any obligation under the Contract. The Architect-Engineer shall be as fully responsible for the acts and omissions of its subcontractors or persons either directly or indirectly employed by them, as it is for the acts and omissions of the Architect-Engineer or persons directly or indirectly employed by the Architect-Engineer.

D. No Effect. Any purported subcontract in violation of this Section or of any other section in the Contract shall be of no force and effect.

E. Right to Reject. The District may, in its sole discretion, reject any or all bids and proposals received by the Architect-Engineer from any subcontractor for any portion of the services, and may require the Architect-Engineer to obtain new or revised bids or proposals or subcontractors.

F. Incorporation by Reference. Any agreement the Architect-Engineer makes with a subcontractor, outside associate or consultant shall incorporate specifically or by reference thereto, each and every provision of the Contract, these Standard Contract Provisions, the Attachment(s) and Appendices hereto, and if applicable, the District's Standard Contract Provisions for Construction Contracts.

ARTICLE 19. WAIVER

No waiver by the District or the Architect-Engineer of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the District or the Architect-Engineer be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the District or the Architect-Engineer, as applicable, in writing.

ARTICLE 20. PATENTED AND PROPRIETARY ITEMS

- A. Prior Approval Required.** The Architect-Engineer shall not, without the prior written approval of the Contracting Officer, specify for the Project, or necessarily imply the required use of any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which

is otherwise exclusively controlled by a particular firm or group of firms.

- B. Indemnity.** The Architect-Engineer shall be liable to and hereby agrees to defend, indemnify and hold harmless the District against any claim, action cost or judgment against the District for patent infringement, trademark violation, copyright violation or infringement of rights in technical data, in any systems, graphs, charts, designs, drawings or specifications furnished by the Architect-Engineer in the performance of the Contract.

ARTICLE 21. TRANSFER OR ASSIGNMENT OF CONTRACT

- A. Prior Consent Required.** Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Architect-Engineer to any other party without the written consent of the Contracting Officer; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the Contract for default and terminate the right of the Architect-Engineer to proceed in the same manner as provided in Article 8.B. herein, and the Architect-Engineer shall be liable to the District for any excess cost occasioned the District thereby.
- B. Monies.** The Architect-Engineer shall not assign any right to any monies to be paid under the Contract, without on each occasion obtaining the prior written consent of the Contracting Officer. In no case shall approval by the District of the assignment of any monies to be paid under the Contract relieve the Architect-Engineer from its obligations hereunder or change the remaining terms of the Contract. Any purported assignment in violation of this Article shall be of no effect.
- C. Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings shall comply with the requirements set forth in the Standard Contract Provisions.
- D. Obligation of Architect-Engineer.** The Architect-Engineer acknowledges that the Services are the obligation of the Architect-Engineer and the District shall have no obligation to accept performance by a third party without the Contracting Officer's prior and express written consent.
- E. Failure to Obtain Consent.** Failure to obtain the previous written consent of the Contracting Officer to such an assignment, transfer or conveyance, shall justify, at the option of the Contracting Officer, the revocation and annulment of the Contract. The District shall thereupon be relieved and discharged from any further liability and obligation to the Architect-Engineer, his assignees or transfers, and the Architect-Engineer and his assignees shall forfeit and lose all monies theretofore earned under the Contract, except so much as may be required to pay the Architect-Engineer's employees.
- F. Assignment by the District.** This Contract may be assigned by the District to any corporation, agency or instrumentality of the District having authority to accept such assignment.

ARTICLE 22. QUALIFICATIONS

- A. Signatory Authority and Qualifications.** The Architect-Engineer hereby warrants that the signature or signatures herein before affixed are duly authorized further the Architect-Engineer warrants as a true statement any and all statements of qualification with respect to but not limited to professional status premises, employees experience and financial standing such as may be set forth in documents furnished by the Architect-Engineer or required by the District for the purpose of securing the District's consent to enter into the Contract. Misrepresentation shall be

cause for termination for default of the Contract and such other action as may be appropriate including with limitation suspension and debarment and civil or criminal penalties.

- B. Good Standing.** If the Architect-Engineer is an entity, the Architect-Engineer is either: (1) a not-for-profit corporation or other entity determined to be tax exempt pursuant to section 501(c) of the Internal Revenue Code by the Internal Revenue Service; or (2) a business corporation, partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. The Architect-Engineer shall also be duly licensed, qualified and in good standing in the District of Columbia. The Architect-Engineer's loss of good standing is grounds for Termination for Default without liability upon the Department.
- C. Authority to Act.** The Architect-Engineer has full legal power and authority to enter and perform the Contract and provide the Services without resulting in a default under or a breach or violation of (1) the Architect-Engineer's certificate or articles of incorporation or bylaws or other organizational documents, if applicable; (2) any applicable law, or any license, permit or other instrument or obligation to which the Architect-Engineer is now a party or by which the Architect-Engineer may be bound or affected; and (3) the Architect-Engineer's tax exempt status, if applicable.
- D. Legal Obligation.** The Contract has been duly authorized, executed and delivered by the District and the Architect-Engineer, by and through persons authorized to execute the Contract on their respective behalf, and constitutes the legal, valid and binding obligation of the District and the Architect-Engineer, enforceable against the District and the Architect-Engineer in accordance with its terms.
- E. No Litigation Preventing Performance.** There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against the Architect-Engineer, its properties or business, or any individuals acting on the Architect-Engineer's behalf, including, without limitation, subcontractors, which seek to enjoin or prohibit the Architect-Engineer from entering into or performing its obligations under the Contract.
- F. Requisite Licensure and Qualifications.** The Architect-Engineer and all of the entities and individuals acting on the Architect-Engineer's behalf, including, without limitation, consultants and subcontractors, in connection with the Services under the Contract, possess and, at all times during the term of the Contract, shall possess all licenses, certifications, qualifications, or other credentials as required in accordance with all applicable laws, regulations and the terms of the Contract, to perform the Services. The Architect-Engineer shall provide the District with copies of all licenses, credentials, and/or certifications specified in this Section within five (5) days of request by the District.

ARTICLE 23. ARCHITECT-ENGINEER'S WARRANTY AGAINST DEBARMENT

The Architect-Engineer certifies that it is not currently (i) debarred, suspended or excluded, (ii) a party to a voluntary exclusion agreement, or (iii) otherwise enjoined from submitting bids or proposals on contracts for the type of services covered by the Contract, nor is the Architect-Engineer an agent of any person or entity that is currently so debarred, suspended, excluded or otherwise enjoined.

ARTICLE 24. RECOVERY OF DEBTS OWED THE GOVERNMENT

The Architect-Engineer hereby agrees that the Department may use all or any portion of any payment, consideration or refund due the Architect-Engineer under the Contract to satisfy, in whole or part, any debt due the District.

ARTICLE 25. ADMINISTRATIVE LIQUIDATED DAMAGES

In addition to any other liquidated damages provided for in the Contract, the Architect-Engineer hereby agrees that the Government may assess administrative liquidated damages for the Architect-Engineer's failure to submit when due any deliverable required by the Contract. Unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be \$250 per day until the required deliverable is received and accepted by the Department. The Department's remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Department's ability to terminate the Architect-Engineer for the failure to submit Contract deliverables when due.

ARTICLE 26. FORCE MAJEURE

If the Architect-Engineer, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Architect-Engineer may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 72 hours of the occurrence or event, the Architect-Engineer must provide the Contracting Officer written notice of its inability to perform as well as a description of the Force Majeure and its effect on Contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Architect-Engineer's assertion of its inability to perform. If the Contracting Officer agrees that the Architect-Engineer is wholly or partly unable to perform its obligations under the Contract a decision will be issued indicating the extent to which the Architect-Engineer is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Department due to Force Majeure.

Attachment J.3

Form of Offer Letter/Price Proposal Form (request via email – mgadson@udc.edu)

[Contractor's Letterhead]

[Insert Date]

University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

Attn: Contracting Officer

Reference: Request for Proposal No. (Insert Solicitation No.) "(Insert Project Name)"

Dear Mr. Whitaker:

On behalf of [insert name of offerer], I am pleased to submit this Proposal in response to the University of the District of Columbia's Request for Proposal (RFP) No. (Insert Solicitation No.) "(Insert Project Name)" for the University of the District of Columbia. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Proposal Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP.

The Offeror's Proposal is as follows:

A. Design Fee: \$ _____

The Offeror acknowledges and understands that the Design Fee is a firm, fixed price and will not be subject to further adjustment other than as permitted in the Form of Contract.

Authorized Signature

Title

Attachment J.4

Campus Master Plan

The University of the District of Columbia

Van Ness Campus Plan 2020-2029

Application to the
District of Columbia Zoning Commission for
Review and Approval of a New Campus Plan

December 11, 2020

Submitted By:
University of District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

Prepared By:
Cozen O'Connor
1200 19th St. NW
Washington, DC 20036

Ronnie McGhee & Associates
2031 Florida Ave. NW
Washington, DC 20009

Gorove Slade
1140 Connecticut Ave. NW
Washington, DC 20036

The University of the District of Columbia

Van Ness Campus Plan 2020 – 2029

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EXECUTIVE SUMMARY

The University of the District of Columbia (the University or UDC) is dedicated to strengthening the transformative power of the District’s system of public higher education. As the University comes closer to its goal of being a public higher education model of urban student success, it strives to enable all its students to reach their highest levels of human potential.

The 2020-2029 Campus Plan contained herein features five primary changes to the Van Ness campus that are key to this transformation:

- Modernize and upgrade existing academic buildings and facilities
- Promote the University’s distinct identity and wayfinding for public use of campus
- Increase green landscaping and sustainable features
- Implement urban design improvements at Van Ness Street NW, Veazey Terrace NW, and Windom Place NW
- Modestly increase population in students, faculty, and staff

Under this Plan, the University will capitalize on its mixed-use location in Van Ness and further enhance its relationship with and contributions to surrounding communities. In particular, the University will continue to leverage its strategic location atop the Van Ness Metrorail station and adopt Transportation Demand Management strategies to fully utilize District transit options and minimize traffic and parking impacts.

In addition, the University has sited its proposed new building at locations intended to ensure minimal impact on the surrounding residential communities and maximize their contribution to improving the surrounding public realm. The proposed improvements will adhere to high standards of sustainable design and include renovations to existing buildings.

Finally, the planned growth in the number of students at Van Ness will be consistent with recent enrollment levels, and in any event will be well below the historic planned capacity for the campus. As it continues to develop its academic programming, the University will focus on providing on-campus housing to accommodate the needs of students who currently struggle to secure affordable housing options near the Van Ness campus.

For all of these reasons, as detailed herein, the University submits that the proposed 2020-2029 Campus Plan satisfies the requirements of Section 210 of the District of Columbia Zoning Regulations.

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SECTION 1: INTRODUCTION

This Campus Plan documents the continuation of the University of the District of Columbia’s plan to transform the Van Ness Campus into a premier urban university through the construction of needed student facilities that include the modernization and upgrading of existing academic buildings and facilities. These improvements are necessary to attract and retain a diverse and talented student population from the District, the region and beyond, and provide District residents with the highest caliber facilities in support of academic instruction, campus life, and community engagement.

The University of the District of Columbia has prepared this Campus Plan in accordance with the District of Columbia Zoning Regulations, which require colleges and universities in residential zone districts submit a plan for developing the campus as a whole. See Subtitle U § 203.3 and Subtitle X § 101 of the Zoning Regulations.¹

1.1 Statement of the University’s Mission, Vision, Goals and History

Exhibit 1.1a Campus Aerial View looking North

Mission, Vision, and Goals

The University of the District of Columbia is the public institution of higher education in and for the District of Columbia. The historically black university is also the first exclusively urban land-grant university. Consolidated as the University of the District of Columbia in 1976 by merging District of Columbia Teachers College, Federal City College and Washington Technical Institute.

In 2013, the Board of Trustees (Trustees) established the Community College (CC) as a Branch Campus. The CC embraces its roots “to improve the skills and employability of DC’s adult workers, while also providing up to date technical training for current high school graduates.” Available programs include associate degrees in Nursing and Mortuary Science. The CC continues to add academic associates’ programs and a general studies curriculum that articulates directly into the university’s bachelor programs. UDC also confers workforce credentials and professional certifications.

UDC awards undergraduate, graduate, and professional degrees at four colleges (Arts & Sciences; Business & Public Administration; Agriculture, Urban Sustainability & Environmental Sciences; and Engineering & Applied Sciences) and a School of Law located at its flagship Van Ness Campus. UDC offers degrees that are tailored to meet the unique needs of the District, including master’s degrees in Cancer Biology Prevention and Clinical Psychology doctorate degrees, a National Architectural Accrediting Board (NAAB) architecture degree and law degrees. Over 75 different programs of study are offered.

¹Three properties are part of the Van Ness Campus but are located in an MU-7 zoning district, which is a mixed-use zone, and are therefore outside the formal Campus Plan boundaries. See Section 1.2 of the Campus Plan.

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UDC and the CC serve a very diverse population that includes students from over 25 different nations. The CC has an open admissions policy that is particularly beneficial for non-traditional students. Together, these institutions provide an important opportunity for young adults and adult learners to gain a quality education at an affordable price.

University of the District of Columbia is unique:

- designated as a Historically Black College/University (HBCU);
- the only public university option in the District of Columbia; and
- offers high quality education at a low cost.

The University of the District of Columbia strives to be a pacesetter in urban education and has the responsibility to build a diverse generation of competitive, civically engaged scholars and leaders.

The University aspires to be a research-intensive institution. In 2018, the University created an Office of University Research which seeks to increase the visibility of UDC's growing research enterprise, train and advise faculty on funding proposal development, research administration and compliance, and engage Federal and local agencies leading to increased extramural funding to the University. Recently, the University received the following awards:

- \$7M for 5 years from the National Institute of Standards and Technology from the US Department of Commerce for Advanced Manufacturing
- \$4.8M for 5 years from the National Science Foundation for a Center of Research Excellence in Science and Technology (CREST) in Nanotechnology Research and Education
- \$3M for 3 years from NASA for Advanced Manufacturing in Lunar Rover Technologies
- \$2.8M for 3 years from the US Department of Energy, National Nuclear Security Agency as part of an UDC-led HBCU Consortium
- \$200,000 sub-award to support a National Science Foundation grant to develop a 2-year curriculum for the CC in quantum information sciences
- \$300,000 from the National Security Agency to enhance UDC's curriculum in cybersecurity and eventually to designate UDC as a Center of Academic Excellence in Cybersecurity Education

The University of the District of Columbia strives to ensure that the institution continues its mandated mission to meet the comprehensive post-secondary education needs of the residents of the District of Columbia. Education, across the continuum, is central to the development of the city, not only in the present, but also in planning and building for the future. It is the foundation for the active participation of all of the citizens of the District of Columbia - economically, socially, morally, culturally and politically.

System-wide, the University has established the following goals:

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1. Create and nurture a premier community college.
2. Become an outstanding institution for undergraduate education with a global focus.
3. Offer exceptional, research-driven graduate and professional programs of importance to the District and the nation.
4. Provide an important economic engine for the District of Columbia and region.

The Campus Plan detailed herein supports the transformation of the University’s campus at Van Ness into a premier flagship center for undergraduate and graduate education, which advances the University’s goals and permits the University to continue to improve educational access and opportunities for all District residents.

History

The University of the District of Columbia is simultaneously historic and modern.

The seeds of higher education for the District were planted in the 19th century when the Miner Normal School and Washington (later Wilson) Normal School were founded as schools for young women. The two schools became four-year teachers’ colleges in 1929—the only institutions of public higher education in the District of Columbia. In 1955, the two institutions were integrated and combined to form the District of Columbia Teachers College.

After years of persistent lobbying for comprehensive public higher education, President John F. Kennedy appointed a commission to study the issue, which concluded that there was a demand for affordable public higher education. Pursuant to the commission’s recommendation, Congress established two schools: Federal City College, the board of which was appointed by the Mayor of the District of Columbia, and Washington Technical Institute, the board of which was appointed by the President of the United States. The mission of both institutions was to serve the needs of the community by directing the resources and knowledge gained through education toward the solution to urban problems. Both institutions opened their doors in 1968 as land-grant colleges and received accreditation in the early 1970s.

Following the grant of home rule to the District of Columbia, the District reshaped the city’s public higher education system, and consolidated the Federal City College, Washington Technical Institute, and District of Columbia Teachers College into the University of the District of Columbia. The University currently offers over 75 undergraduate and graduate academic degree programs through the College of Arts and Sciences, School of Business and Public Administration, School of Engineering and Applied Sciences, and the UDC David A. Clarke School of Law.

The University established the CC to more directly fulfill the need to provide workforce development and professional training to help District residents develop the skills needed by local employers. The CC offers a combination of certificate programs in job and professional training and two-year associate degree programs.

When the University’s campus was first constructed in the 1970s and 1980s, District of Columbia properties were not subject to zoning. Once the University received funding from the D.C. Council for a new student center, it embarked on a formal process to develop its campus plan pursuant to

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Section 210 of the Zoning Regulations, as well as to secure further processing approval for a proposed student center. The governing campus plan, Z.C. 11-02/11-02A, and further processing of the approved campus plan to allow construction and use of a new student center, was approved in 2011 and will expire on June 30, 2021.² See Order at **Exhibit 1.1b**.

Equity Imperative

The vision for UDC – that “all students will achieve their highest levels of human potential” – is reflected in its Equity Imperative, a document adopted by the University Board in June of 2018, which is designed to regenerate the University of the District of Columbia as a Public Higher Education Model of Urban Student Success. See **Exhibit 1.1c**.

The strategies it lays out — which were informed by input from town halls held around the city and suggestions gathered internally from students, faculty, staff, and the Board of Trustees — is transforming the University into a powerful source of hope, education, creativity, research, and urban resilience as it guides many members of our community toward the middle class. Its tactics are affordable, and its mission is essential to the future health and stability of the District.

As the pinnacle of the District of Columbia’s public system of education, the University of the District of Columbia is supporting the District in its continuing effort to be the model of a sustainable, resilient, and equitable community. The University is creating solutions to urban challenges, train and support an exemplary workforce at all levels and in all sectors, and develop transformative, ethical leaders, thus improving access to economic opportunity for all.

The University has several strategic advantages that sets it apart from other academic institutions, including:

- #1 in D.C. According to Ranking of Tuition, Financial Aid, Degree Options, and Student Success Metrics - *Schools.com (2017)*
- #1 Community College in DMV - *Wallet Hub*
- #1 Best Value in the Nation’s Capital for Earning an M.A. in Counseling Degree - *TopCounselingSchool.org*
- UDC Law #2 in the Nation for Public Interest & Government Job Placement Program - *National Law Journal (April 2018)*
- UDC Law #6 Clinical Law Program in the Nation - *US News and World Report*
- #10 HBCU in the Nation Wall Street Journal Least Expensive University in DMV- *Collegecalc.org*
- Top 30 HBCUs in the U.S. News and World Report

These strategic advantages help fulfill the mission of UDC which is articulated in the Equity Imperative as follows: “Embracing its essence as a public Historically Black urban-focused land grant university in the nation’s capital, UDC is dedicated to serving the needs of the community

² The University’s 10-year Campus Plus was scheduled to expire on December 31, 2020. Pursuant to Z.C. 20-07, the expiration date of the University’s governing campus plan was extended to June 30, 2021.

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of the District of Columbia, and producing lifelong learners who are transformative leaders in the workforce, government, corporate, nonprofit sectors and beyond.”

Further, the Equity Imperative lays out three crucial goals, which include:

1. UDC will be a public higher education model of urban student success by:
 - offering effective and affordable academic and workforce programs;
 - launching nationally recognized urban research and scholarship; and
 - strengthening links to government and community stakeholders.
2. UDC will award more degrees and workforce credentials by:
 - charting seamless pathways between training, education, and employment;
 - ensuring students succeed by providing coaching, tutoring, and financial aid; and
 - creating environments conducive to learning.
3. UDC will graduate passionate learners and leaders who will transform our lives and urban spaces as we:
 - encourage multicultural engagement;
 - enrich our curriculum with experiential learning; and
 - equip students with self-awareness tools and senses of empowerment.

This Campus Plan seeks to facilitate the implementation and achievement of these goals, and realize the vision and mission of the University, for the betterment of its students and the District at-large.

1.2 Campus Location and History

Exhibit 1.2 Existing Conditions Site Diagram

The main campus of the University of the District of Columbia (Van Ness Campus) is located at the intersection of Connecticut Avenue NW and Van Ness Street, NW in Ward 3 (4200 Connecticut Avenue, NW; Square 1964, part of Lot 812). It is immediately adjacent to the Van Ness/UDC Metrorail Station. Control over the property for a university was granted pursuant to a 1972 Transfer of Jurisdiction by the United States General Services Administration.

Prior to 1990, the Van Ness Campus, as an instrumentality of the District of Columbia, was not subject to zoning. Today, the Van Ness Campus is located in the R-1-B Zone District, where university use is permitted as a special exception, subject to the approval of a campus plan. See Subtitle U § 203.3 and Subtitle X § 101 of the Zoning Regulations.

The Van Ness Campus is immediately adjacent to the Connecticut Avenue commercial corridor, which is generally located in the MU-7 Zone District. The University owns property located at 4340 Connecticut Avenue NW and 4250 Connecticut Avenue NW and leases property located at 4225 Connecticut Avenue NW. These properties are commercially zoned, and university use is

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permitted as a matter of right. Furthermore, given the commercial zoning these properties are not subject to campus plan approval.

In addition to the Van Ness Campus, UDC operates its programs from five (5) other locations. With the formation of the Community College in 2009, the University established satellite locations throughout the District of Columbia for these programs. Key locations include the Community College at 801 North Capitol Street, NE Bertie Backus School at the southeast corner of South Dakota Avenue and Hamilton Street, near Fort Totten and Old Congress Heights located at 5171 South Dakota Ave NE.

In addition to the above locations, the University has two facilities located outside of the District: the Aviation Technology Facility at Reagan Washington National Airport and the Agricultural Experiment Station (Muirkirk Research Farm) located in Beltsville, MD.

1.3 Service to the Community

The University seeks to develop a pleasant, safe and vibrant campus where education, research, recreation, social and cultural interests will find a supportive home. This setting is one that welcomes the surrounding communities and offers the opportunity to engage the University in a positive and cooperative partnership. UDC has a long history of service to the District of Columbia residents and to its neighbors.

Popular with residents both in the surrounding community as well as across the District, the Van Ness Campus is host to a Farmers Market on Saturdays in the spring through the fall. The University is also home to the Felix E. Grant Jazz Archives, which form the foundation for a full range music-related programs and activities. The University supports community programs including the District's 4-H program. The School of Business offers employment and soft skills training, job readiness workshops, family literacy and life management courses through its PATHS program. The David A. Clarke School of Law offers numerous clinics for special interest constituents.

The University provides an affordable education and provides tuition assistance to students with proven need. In order to provide access to higher education for students who are economically disadvantaged, the UDC Foundation dispensed, in the fiscal year of 2020, \$474,795 in scholarship awards and \$436,718 in support of University academic programs and events.³ This funding assists the University in fulfilling its mission of providing quality, affordable, and accessible education to students in Washington, DC and beyond.

1.4 Economic Contributions

UDC is a local employer, consumer of local goods and services and a significant contributor to the District economy. The effect of this spending and of the multiplier effect of the University through

³These figures represent ten months of support.

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its staff, faculty and student spending is an important element of the local economy, and the larger District economy.

The University is an equal opportunity employer. It has a policy of employing local businesses with requirements for ensuring opportunities for local business enterprises, disadvantaged business enterprises, resident owned businesses, small business enterprises, longtime resident businesses, and development enterprise zone businesses to compete for work with the University. The University has special recruitment efforts to hire disadvantaged and unemployed District residents as well as persons with disabilities. It participates in local job fairs to encourage D.C. residents to apply for employment with the University.

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SECTION 2: CAMPUS PLAN OVERVIEW

2.1 Campus Development Goals

This Campus Plan has been developed to advance the strategic mission of the University to transform the Van Ness Campus into a flagship institution that will be competitive with other similar tier academic institutions and continues to meet the comprehensive post-secondary education needs of the residents of the District of Columbia.

Through the comprehensive planning approach discussed herein, the University seeks to develop a campus environment that will advance these goals. Accordingly, this Campus Plan considers the form and physical implications of campus growth, with proposals to guide the location and character of new facilities. In addition, it outlines policy and operational objectives for a wide variety of elements that shape the character and community impact of the Van Ness Campus.

In order to ensure consistency with the overarching development vision for the District, this Campus Plan integrates strategic goals outlined by the District of Columbia's Comprehensive Plan and by the District Department of Transportation. Most importantly, environmental sustainability is recognized as an element that is integral to all elements of the plan and fundamental to the future growth of the Van Ness Campus particularly implementing a workable plan to allow the University to comply with the District's Clean Energy Act of 2018.

Specific strategies and objectives articulated in this Plan include:

- Optimizing the utilization of technical facilities and learning environments both within the classroom and throughout the Van Ness Campus;
- Providing an environment for cultural exchange, effectively harnessing technology within campus boundaries as well as across the District of Columbia;
- Enabling an efficient and reliable infrastructure that supports academic and administrative activities;
- Utilizing its physical presence to engage and enliven the surrounding community, in a manner that contributes to the vitality of the surrounding Connecticut Avenue commercial district, but also manages the impact of the University on surrounding residential communities;
- Promoting transportation solutions that take into account the ready access of public transportation to the University and the strategic commitment to sustainable development that stresses use of public transit over private vehicles;
- Integrating a philosophy of environmentally sustainable management into aspects of the University's physical character and operations; and
- Furthering opportunities for community engagement through its academic, fitness, and cultural facilities.

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2.2 Campus Plan Process

Background

In 2005, the University commissioned an internal strategic study to create a preliminary vision for future campus development for the Van Ness Campus. This study examined use, staffing and programs in order to identify options for improving both the undergraduate and graduate experience. The study resulted in a preliminary master plan for future campus development that articulated important University needs, particularly for the construction of a student center and on-campus housing, as well as for the improvement of the Law School. This study also framed the University's fiscal plan and resulted in funding from the D.C. Council to construct the Student Center.

This 2005 preliminary master plan was updated and revised in 2009. As a part of the 2009 update, the University engaged students, faculty and administration in the planning process and considered a variety of factors, including the immediate surroundings, the physical conditions of the Van Ness Campus, existing parking, vehicular and pedestrian circulation and general organization of the Van Ness Campus in order to identify opportunity areas for the construction of new facilities. The resulting plan incorporated preliminary building programs for a new Student Center and on-campus housing for up to 600 students.

When the Van Ness Campus was first constructed in the 1970s and 1980s, District properties were not subject to zoning and accordingly no formal campus plan was created. However, by 2010 when the University received funding for the proposed Student Center, it embarked on a formal process to develop its campus plan pursuant to Section 210 of the 1958 Zoning Regulations.

Beginning in the fall of 2010, the University hosted a series of open houses and community forums to solicit public input on the plan's development. In 2011, the Zoning Commission for the District of Columbia approved a campus plan for the Van Ness Campus of the University, as well as the further processing of the approved campus plan to allow construction and use of a new student center. See Order at **Exhibit 1.1b**. A minor modification to Z.C. Order No. 11-02/11-02A was approved by the Zoning Commission for the District of Columbia in 2016 to allow the temporary installation of trailers, through August 2018, on a site currently as the University's soccer field along Van Ness Street. See Order at **Exhibit 2.2**. The 2011 campus plan was approved subject to certain conditions regarding enrollment, housing, student conduct, transportation and parking, perimeter improvements, community outreach, and notice regarding future zoning applications and campus plan submissions. See Order at **Exhibit 1.1b**.

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This Campus Plan application seeks to build on the existing campus plan. In late 2019, the University provided notice to affected neighbors as required in Z.C. Order No. 11-02/11-02A. Beginning in early 2020, the University hosted community meetings to gain external stakeholder feedback, including a community kickoff meeting that was held on February 18, 2020. The University also released a publicly available online external stakeholders survey to solicit input from neighbors, which had a total of sixty-five (65) respondents. The University also conducted

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an internal survey and convened a university advisory group, consisting of students, faculty and staff, the members of which were appointed by the President of the University, to provide their input and recommendations throughout the planning process. Unfortunately, several follow-up meetings were canceled due to the COVID-19 health pandemic. However, while in-person direct community engagement was suspended during the COVID-19 health pandemic, the University has continued to solicit community feedback through virtual meetings, including hosting a virtual community meeting on August 5, 2020. Presentations were also made to ANC 3F at its September and October meetings.

Throughout the planning process, the University has worked closely with the Office of Planning (OP) and District Department of Transportation (DDOT). Local ANC representatives were consulted as part of the public outreach process, and have been invited to participate in the process. The University intends to continue to work closely with OP, DDOT, and the ANC following filing of the plan in order to solicit additional feedback.

2.3 Campus Plan Goals

Through the process detailed above, the following goals were developed to implement the University's vision for the Van Ness Campus. UDC is a public institution and, as a result, the implementation of all proposals detailed herein, to achieve the following goals, are subject to the University obtaining the requisite budget allocation from the District of Columbia.

- Establish the Van Ness Campus as a landmark main campus hub emerging as an important economic engine for the District of Columbia and the region.
- Improve campus visibility from Connecticut Avenue NW while improving the entry points to the University.
- Create opportunities to enhance the student experience while creating revenue generating activities.
- Establish campus zones within the Van Ness Campus to provide distinct yet connected areas that improve convenience, enhance orientation and improve operational effectiveness.
- Accommodate for future growth by establishing a commitment to the environment and new technologies.
- Reduce parking need recognizing that the university is an urban setting with direct access to mass transit and may be accessed by multiple modes of transportation.
- Design for flexible spaces to accommodate the interdisciplinary nature of education.
- Improve campus open space within an urban setting to effectively maximize the utilization of open space; with the aim to provide much needed green space and better pedestrian circulation through the Van Ness Campus.
- Strengthen campus image and character by promoting the University's distinct identity through wayfinding and placemaking.

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SECTION 3: EXISTING CAMPUS CONDITIONS

The Van Ness Campus is located immediately adjacent to the Van Ness Metrorail Station in the Van Ness neighborhood of Ward 3. It is roughly bounded by Connecticut Avenue and commercial development along Connecticut Avenue on the east, Van Ness Street NW on the south, a portion of the International Chancery Complex on the west, and Yuma Street NW on the north. The Van Ness Campus is located entirely within the boundaries of ANC 3F.

The compact, walkable 20.3-acre Van Ness Campus at Van Ness is comprised of ten buildings predominantly composed of exposed concrete. Much of the campus is dominated by hardscaped plazas and connecting walkways. The Van Ness Campus was originally conceived as a commuter campus and therefore provides little student support space scattered throughout multiple buildings and lacks any on campus housing facilities.

3.1 Community Context and Surrounding Conditions

Exhibit 3.1 Campus Plan Boundary and Zone Districts

The Van Ness Campus is sited at the locus of a varied mix of uses and densities that reflect the location's operation as an uptown center atop a Metrorail station. The Connecticut Avenue corridor features a mixture of medium and high-density commercial and residential development, including a supermarket and several national retailers as well as smaller businesses, office development, and multiple mid- and high-rise apartment buildings. Buildings surrounding the commercial district range in heights from two to ten stories and were predominantly constructed within the last 25 years. With few exceptions, most are privately owned. While the Van Ness area functions as an important community shopping district, it suffers from an unwelcoming street environment, an excessive amount of hardscape surfaces, parking problems, a lack of distinctive facades and storefronts, a limited range of retail goods and services, and a loss of ground floor retail space. Opportunities exist to improve the identity of the district to create a unique character complimentary to the older commercial districts to the south. Also, immediately adjacent to the south and west is the former home of Intelsat's administrative headquarters currently being converted to the Whittle School, and the International Chancery Center, which houses nearly twenty diplomatic offices, including the embassies of Israel and the People's Republic of China. Further to the north and west of Van Ness Campus are low-density single-family and duplex houses.

The Van Ness Campus is located in the R-1-B Zone District. Property in the adjacent commercial corridor to the east is located in the MU-7 Zone District, and nearby high-rise residential apartments and condominiums properties are located in the R-5-D Zone District. The International Chancery Center and residential neighborhoods to the south, west, and east are located in the R-1-B Zone District. North of Yuma Street NW and to the west of the Embassy District, the neighborhood is primarily composed of single family housing. Residential property further to the west is also located in the R-2 Zone District.

The Van Ness Campus is located in the Local Public Facilities land use category on the Future Land Use map, and the Van Ness Campus is designated as an Institutional Use on the Generalized

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Policy Map. Surrounding properties are located in a range of use and density categories. The commercial property to the east along Connecticut Avenue is located in the Moderate Density Commercial land use category and the high-rise residences on the other side of Connecticut Avenue are located in the High-Density Residential land use category. Property to the south and west is located in the Federal land use category. Property to the north is located in the Low-Density Residential land use category. The adjacent Van Ness commercial district is designated as a Multi-Neighborhood Commercial Area on the Generalized Policy Map.

3.2 Buildings, Facilities, and Campus Layout

Exhibit 1.2 Existing Conditions Site Diagram

Exhibit 3.2 Campus Topography Diagram

The core of the Van Ness Campus is located at its southern end and consists of academic and administrative buildings organized around Dennard Plaza, a large hardscaped plaza that connects many of these key buildings.

To the east of the core of the Van Ness Campus, at the intersection of Connecticut Avenue and Van Ness Street existing development is set back from the main roadway and a large hardscaped plaza sits adjacent to the Van Ness/UDC Metrorail entrance.

North of the core of the Van Ness Campus are buildings and space devoted to performing arts, including an auditorium, amphitheater, and music, dance, and theater space. Further to the north and west are athletic facilities, which include the athletic center, fields, and tennis courts.

Dennard Plaza and the surrounding buildings sit above a central campus parking garage and loading facility. Parking is accessed from Van Ness Street NW, while loading is accessed from Connecticut Avenue NW via Veazey Terrace NW. The Van Ness Campus is also accessed from Connecticut Avenue NW via Windom Place NW.

The Van Ness Campus site slopes from west to east, dropping over forty feet from the athletic fields on the west side of Van Ness Campus to the portions near Connecticut Avenue NW, and the central plaza accommodates the change in grade. Because of the significant natural topography, there are several bridge components that connect Dennard Plaza with buildings further to the north.

3.3 Campus Perimeter Conditions

Notwithstanding its location near the Connecticut Avenue NW corridor, the Van Ness Campus is not prominently visible from Connecticut Avenue NW. At the intersection of Connecticut Avenue NW and Van Ness Street NW, existing campus development is set back from the main roadway, and commercial development lies between the Van Ness Campus and Connecticut Avenue NW further to the north. Two roadways – Veazey Terrace NW and Windom Place NW – run east-west from Connecticut Avenue to the Van Ness Campus and provide access from Connecticut Avenue NW. A Washington Metropolitan Area Transit Authority (WMATA) bus terminal is also located between the Van Ness Campus and commercial development, off Veazey Terrace NW.

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The southern end of the Van Ness Campus, along Van Ness Street, has an institutional feel, due largely to the presence of both UDC buildings and government and embassy buildings across the street. Athletic fields and tree cover generally separate the Van Ness Campus from additional embassies to the west of the Van Ness Campus. Dense landscaping provides buffering along much of the northern edge of the campus, along Yuma Street NW.

3.4 Uses & Utilization

Consistent with other District campus plans, building uses on the Van Ness Campus have been identified as either “academic / administrative” or “residential / campus life / athletic” uses. As discussed above, the academic and administrative uses tend to be clustered to the south, around Dennard Plaza, while student life and athletic uses are located to the north and west. There are currently no on-campus residential facilities. The majority of the Van Ness Campus is currently devoted to academic/administrative use.

3.5 Student Enrollment

Over the past four decades, the University’s enrollment has modulated in response to changing social, political, and economic trends in the District. Within a decade of its establishment, the University system reached a total enrollment of over 14,000 students by 1980. Today, however, the system enrollment is approximately 3,849 students in undergraduate, graduate, professional programs, and CC. Of that total, approximately 2,255 students are enrolled at the Van Ness Campus. An average of 69% of the University’s student population are residents of the District.

With the establishment of the CC at satellite locations (801 North Capitol, Bertie Backus and Old Congress Heights), the remaining number of students in the University’s undergraduate programs has correspondingly changed. In 2010, the University enrolled approximately 3,200 students in its undergraduate, graduate, and professional programs.

CURRENT STUDENT POPULATION (Headcount)

	<u>2006</u>	<u>2010</u>	<u>2020</u>
Undergraduate, Graduate, and Professional Programs	5,772	3,183	2,255
Community College	-	2,672	1,594

3.6 Building Heights

Exhibit 3.6(r) Existing Campus Building Heights

All buildings on the Van Ness Campus share a common connection to Dennard Plaza. The elevation of the Plaza establishes a common floor level datum. The existing campus buildings

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vary in height from one story to six stories above the plaza deck. The building heights within the Van Ness Campus comply with Subtitle D § 207.6 for institutional buildings and do not exceed ninety feet (90ft.).

3.7 Development Summary and Floor Area Ratio (Bulk)

The Van Ness Campus is located in the R-1-B Zone District and consists of approximately 884,336 square feet of land area. The Van Ness Campus was constructed prior to the application of the Zoning Regulations to District-owned properties and includes approximately 1,209,267 square feet of gross floor area, for a Floor Area Ratio (“FAR”) of approximately 1.37. This is an increase of 96,000 square feet from the 2010 campus plan and is attributable to the new student center. The Zoning Regulations permit an equivalent FAR of 1.8 for campuses in the R-1-B Zone District.

3.8 Open Space

Exhibit 3.8a Open Space Diagram

Exhibit 3.8b Existing Pervious Surface Diagram

Current buildings occupy approximately 31% of the underlying land area. As an urban campus built with challenging topography, much of the site is covered by impervious surfaces. These include the buildings, walkways, plaza spaces, tennis courts, and service drives. Furthermore, at the time of the original campus construction, there were no stormwater management devices other than public stormwater catchment in the streets, however over the last decade the University has implemented stormwater collection cisterns, which collect runoff from the plaza and new green roof spaces. A wide variety and significant amount of landscaped and pervious areas currently exist within the Van Ness Campus. Large contained planted areas are distributed across the Van Ness Campus, green roofs are installed on Dennard Plaza and some campus buildings, and wide planted borders buffer the Van Ness Street NW and Yuma Street NW borders. The Van Ness Campus contains significant stand of mature trees which provide a unique setting for the outdoor amphitheater, the serenity garden, and playing fields dedicated to athletic uses.

3.9 Circulation Networks & Transportation

Site Location and Major Transportation Features

UDC is served by several principal and minor arterials, including Connecticut Avenue, Reno Road, and Tilden Street. Major collector roadways include Albemarle Street and Van Ness Street. The site is also served by public transportation, including Metrorail and Metrobus. The Van Ness/UDC Metrorail station is adjacent to the Van Ness Campus. UDC is also served by a pedestrian network consisting of sidewalks and crosswalks along the local streets surrounding the University. In addition to pedestrian accommodations, the site is also served by the on- and off-street bicycle network, which consists of bike lanes, shared lanes, and signed bicycle routes along local roadways. A Capital Bikeshare station is located adjacent to Van Ness Campus, and two additional Capital Bikeshare stations are located within a quarter-mile of the Van Ness Campus.

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Transit

Exhibit 3.9a Existing Transit Service Diagram

The Metrorail and Metrobus systems provide high quality public transportation access to Van Ness Campus. The University is located adjacent to the Van Ness/UDC Metrorail station on the Red Line, where trains run approximately every five (5) to 12 minutes on weekdays and every 12 minutes on weekends.

Metrobus service is accessible to the University, with stops adjacent to the site on Connecticut Avenue and Van Ness Street. The majority of the Metrobus lines that serve the site stop at the Van Ness/UDC Metrorail station. These routes connect the site with several destinations throughout downtown DC and the surrounding areas.

UDC Shuttle

UDC operates several shuttle routes serving the various campus locations across the District of Columbia. The only route serving the Van Ness campus connects the Van Ness campus with the 801 North Capitol Street NE campus. This route operates on weekdays from 8:40am to 8:40pm, departing every 80 minutes. The first and last departures from the Van Ness campus are at 9:20am and 8:00pm, respectively. The Van Ness campus shuttle stop is located at the Building 44 roundabout off Van Ness Street.

Pedestrian Facilities

Exhibit 3.9b Pedestrian Circulation Diagrams

The roadways in the immediate vicinity of UDC provides satisfactory pedestrian facilities and connectivity throughout the area. Sidewalks are located along the roadway networks with crosswalks linking segments at intersections within the study area. Adequate crosswalks are provided at the majority of intersections near the University. Controlled crosswalks are provided where traffic signals exist to help control the flow of vehicles. Uncontrolled crosswalks are provided at the other intersections, where traffic volumes and speeds do not prohibit safe pedestrian movements.

The amount of traffic on Connecticut Avenue can create an intimidating east to west pedestrian travel environment, particularly during commuter rush hours when on-street parking is prohibited thereby eliminating a buffer between moving vehicles and pedestrians. The wide width of Connecticut Avenue also presents a deterrent to crossing the street, as the marked crosswalks are long. Due to activity on both sides of the street, it is common for pedestrians to cross the street outside of marked crossings and the wide width of the street exacerbates pedestrian/vehicular conflicts.

The Vision Zero report, released in December 2015, sets forth an action plan which will guide the work of District agencies and partners, to eliminate all transportation-related fatalities and series injuries in the District's streets by 2024. A guiding principle in support of the Vision Zero initiative

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is that streets should be designed for all users, including pedestrians, bicyclists, transits riders, and motorists of all ages and abilities. Included in the strategies to promote safe streets are enhancing safety through placemaking, including the incorporation of green infrastructure, and promoting the integration of multi-modal street design standards. Similar recommendations for the immediate area have been made by the Connecticut Avenue Pedestrian Action (CAPA) group, which was formed in 2009 by residents from the surrounding neighborhoods, the ANC commissioner, and other interested stakeholders.

Bicycle Facilities

Exhibit 3.9c Existing Bicycle Conditions

Exhibit 3.9d MoveDC Recommended Bicycle Network

According to DDOT’s 2020 Bicycle Map, bicycling conditions near UDC range between good, fair, and poor. Near the Van Ness Campus, a bike lane is provided along the portion of Tilden Street between Reno Road NW and the connection with the Rock Creek Trail. A bike lane is provided along Reno Road between Van Ness Street and Rodman Street in the southbound direction, and a shared lane in the northbound direction. A signed bike route is provided along 36th Street, Warren Street, and 37th Street west of the University, and a shared bicycle lane is provided on Van Ness Street between Wisconsin Avenue and Connecticut Avenue.

The Capital Bikeshare system was launched in 2010, replacing the DC SmartBike program. This program now includes over 500 bicycle-share stations across the Washington, DC metropolitan area with over 4,500 bicycles provided. Near UDC, a Capital Bikeshare station is located along the UDC side of Connecticut Avenue NW between Veazey Terrace and Windom Place. Additional Capital Bikeshare stations are located north of the Van Ness Campus on Connecticut Avenue NW at Yuma Street and south of the Van Ness Campus on Connecticut Avenue NW at Tilden Street.

As shown in the Bicycle Element of MoveDC from October 2014, DDOT’s proposed bicycle infrastructure near the Van Ness Campus includes a cycle track on Connecticut Avenue, improve bicycle trail connectivity through Rock Creek Park, and bicycle lanes on Reno Road, Albermarle Street, and Nebraska Avenue. These improvements will significantly enhance bicycling conditions in the study area and may lead to higher rates of cycling. They also provide additional links between the University and major residential and commercial destinations in northwest DC and beyond.

3.10 Service

All waste removal and deliveries to the Van Ness Campus occur at a central location at the C level of the parking structure. Service Access to the Van Ness Campus is primarily provided by an access road between Windom Place NW and Veazey Street NW, as well as direct access from Veazey Street NW, providing at grade access to all campus buildings from the C level of the parking structure. In addition, the Physical Education Building has a service drive entering onto Yuma Street NW for limited loading and receiving.

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3.11 Parking

Exhibit 3.11 Campus Parking Distribution Diagram

Existing Parking Policy

UDC provides parking for students, faculty, and staff members. The majority of parking spaces are located in the Van Ness Underground Parking Garage (Garage), which contains a total of 715 spaces. Other sources of on-campus parking are small groups of surface spaces located between and behind buildings. Parking in the Garage is controlled on weekdays from 9:00am to 10:00pm.⁴ Parking permits are available for students and faculty/staff members. Permits for faculty and staff are currently sold for \$150 per fall or spring semester, and student permits are sold for \$75 per fall or spring semester. Parking for summer term semesters are sold to faculty and staff for \$40 and are sold to students for \$25. Students, faculty, and staff who do not purchase a seasonal parking permit may pay the following daily parking rates: Free under 30 minutes; \$4 for 30 minutes to 24 hours. All others pay the following daily parking rates: Free under 30 minutes; \$5 for 30 minutes to one (1) hour; \$8 for one (1) to three (3) hours; \$12 for three (3) to six (6) hours; \$20 for six (6) to 24 hours. Permits are sold by the Parking Operations Office. Campus police enforce the parking policy and issue citations to vehicles who do not comply.

⁴The hours of the Garage are modified during the COVID-19 pandemic health crisis to Monday through Thursday 9am to 5pm.

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SECTION 4: CAMPUS DEVELOPMENT ELEMENT

The 2020-2029 Campus Plan contained herein features six primary changes to the Van Ness Campus that are key to this transformation:

- Modestly increase population in students, faculty, and staff that support the change to a selective admissions flagship institution.
- Modernize and upgrade existing academic buildings and facilities.
- Create more-efficient academic spaces in existing buildings.
- Identify potential building sites on the Van Ness Campus.
- Propose upgrades and improvements to vehicular access area.
- Identify and proposes upgrades to on-campus public spaces and wayfinding.

As discussed in detail below, these primary changes to the Van Ness Campus will help to fulfill the University's vision, mission, and Equity Imperative goals.

4.1 Population

Since the adoption of the 2011 Campus Plan, the University has continued to develop and grow its undergraduate, graduate, and professional programs on the Van Ness Campus and provide District residents with an affordable, quality education in the District of Columbia.

As a bachelor's degree increasingly becomes a critical baseline requirement for many jobs, the University aims to provide District residents with the opportunity to achieve this education. The University system also aims to provide graduates of the public school and public charter school systems with the educational opportunities they will need to find success. The University will supplement the strength of local students with selective regional, national, and international recruiting efforts to attract promising students.

Broadly, the University estimates that the Van Ness Campus population will grow from current levels to reach a total population of approximately 7,000 students on a headcount basis in 2029. A maximum capacity analysis has not been conducted, however, this modest increase in additional students can be readily accommodated within the existing academic space on the Van Ness Campus, which was constructed to accommodate even larger student populations, and has done so in past decades. The University also estimates that the number of full-time faculty members at the Van Ness Campus will increase from 175 to 250 and that the number of adjunct faculty members will increase from 145 to 200.

This enrollment increase is needed to adapt to changes in the economy, and workforce demographics and needs, and permits the University to develop its programs, and attract and retain talented students and faculty. The proposed enrollment will be easily accommodated within existing campus academic and administrative infrastructure. The flexibility to accommodate anticipated student demand for higher education over the life of the Plan is paramount not only to the success of the University itself, but also to the District's economic development as a whole.

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4.2 Campus Development

To support the planned evolution of academic programs at the Van Ness Campus, UDC will create a more vibrant on-campus experience through the modernization and upgrading of existing academic buildings and facilities.

Over the next decade, the Van Ness Campus for UDC will continue to function as the principal location for core academic and administrative functions associated with the University's undergraduate and graduate programs.

The Capital Improvement Plan (CIP), adopted by the University Board in 2020, lays out the capital expenditures of University from 2020-2026. See **Exhibit 4.2a**. The CIP provides the earmarked funds and direction for the modernization and upgrading of existing academic buildings and facilities as described below.

Modernization and upgrading of existing academic buildings and facilities. This Campus Plan calls for the rehabilitation and improvement of nearly all academic buildings and facilities on the Van Ness Campus. The buildings are being supported with the original infrastructure, most of which is well past its useful life. In fact, an internal study by the University found that many buildings suffer from non-existent or inefficient heating and cooling controls, deteriorated ductwork and piping, poor ventilation, energy loss and lack of humidity and temperature control. The deficiencies in the mechanical systems severely impact the buildings' ability to support the academic mission of the University, and need to be replaced in a near term, prioritized manner. The University has a plan to effect a systematic campus-wide approach of phasing out the Central Utility Plant over time, decoupling all buildings connected to it. If the existing central plant is to be eliminated and removed from service, the existing chillers, boilers, and cooling towers will be demolished and replaced with efficient stand-alone HVAC systems in each individual building.

A study of the structure of the campus buildings found that most of the structural elements of the existing campus buildings are in good condition. However, it was noted that there are some signs of apparently minor decay in the concrete in a few areas in the Van Ness parking garage. Some minor decay was observed in concrete elements specifically near some slab edges and expansion joints. These deficiencies will be surveyed and documented, and any flaws will be repaired as necessary before any major renovation is undertaken.

To address building deficiencies, the University intends to utilize the capital funds. New elevators will be installed, HVAC systems will be significantly upgraded, the building envelopes (roof upgrades, new windows, etc.), will be renewed, building security and access systems will be upgraded, adaptable/customizable/movable classroom desks/furniture will be provided, and state-of-the-art classroom technologies like Smartboards will be installed in existing academic buildings.

Creation of more-efficient academic spaces in existing buildings. Further, this Campus Plan accounts for the allotment of capital funds that would allow for the interior redesign of existing buildings that will allow them to provide more efficient academic spaces to support the University mission, vision, and programs.

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1. **Renovation of existing academic buildings to provide for more-efficient use of academic spaces, and possible student housing.** Many additional space needs were identified by internal stakeholders, including:
 - (1) Social Science & Natural Science Laboratories (dedicated and collaborative/flexible)
 - (2) Conference rooms
 - (3) Small group study locations
 - (4) Individual study/rehearsal locations
 - (5) Advising spaces
 - (6) Tutoring spaces
 - (7) Research spaces
 - (8) Maker/business incubator spaces
 - (9) Informal spaces (lounges, food prep areas)
 - (10) Staff training spaces
 - (11) Student dining hall
 - (12) Student success/solution center

The following represents the University’s plan for reassigning the use of certain buildings on the Van Ness Campus to meet the University’s mission and budget allocations, as further described in the 2021-2026 CIP and as documented in the Proposed Development Plan. See **Exhibit 4.2b**:

- **Building 32 – School of Engineering and Applied Sciences/Mathematics**
 - Expand Engineering programs and upgrade existing classrooms. Some existing academic programs will remain. The HVAC system and other building infrastructure will be upgraded.
- **Building 38 - School of Business and Public Administration/Career Services/Student Success Center**
 - Additional classrooms and student development spaces will be added and a new library will occupy the entire “B” level of Buildings 38 and 39. The HVAC system and other building infrastructure will be upgraded.
- **Building 39 - Administration/Financial Aid/Registrar**
 - Administrative operations will remain and a new library will occupy the entire “B” level of Buildings 38 and 39. The HVAC system and other building infrastructure will be upgraded.
- **Building 41 - College of Arts and Science / Library**
 - The University will continue to relocate occupants from Building 41 to other locations.
 - There are three potential outcomes for Building 41:

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1. Decommissioned and District archives will be consolidated into Building 41;
 2. Rehabilitated for use as academic space; or
 3. Reprogrammed to be used as student housing containing 158,277 sq. ft.
- **Building 42 - School of Engineering and Applied Sciences**
 - Expand Engineering programs and upgrade existing classrooms. Some existing academic programs will remain and outdoor space to the rear of the building will be utilized as outdoor learning space. The HVAC system and other building infrastructure will be upgraded.
 - **Building 43 - Power Plant**
 - The power plant will be gradually phased out after each campus building is outfitted with its own separate heating and cooling system. Once the plant is decommissioned, the building will be converted into an academic or administrative space.
 - **Building 44 – College of Agriculture, Urban Sustainability, and Environmental Science (CAUSES) / Life Sciences / Health Services**
 - Existing programs will be relocated to the recently purchased building at 4250 Connecticut Avenue NW.
 - The existing building may be refurbished as a four-story 110,421 sq. ft. residence hall.
 - **Building 46E - Theatre of the Arts**
 - Improvements to the building envelope will be made and the HVAC system will be upgraded.
 - **Building 46W - Performing Arts**
 - This building will be renovated or decommissioned/demolished. If this building were decommissioned and demolished, the site is being considered as a location for a possible expansion of Building 41, in support of the D.C. Archives project, or as a location for an expansion of the greenhouse/aquaponics facility, with outdoor learning opportunities. The existing use would be maintained until such time.
 - **Building 47 - Sports Complex**
 - Roof upgrades will be made (consideration of triple-yield green roof/solar panel installation).
 - **Building 56 - Student Center**

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- Interior renovations have recently been made to accommodate a new data center. The University cafeteria will be constructed here.
 - **Dennard Plaza**
 - Install additional green landscaping and stormwater collection (as detailed below in the Sustainability and Campus Character sections below). Paved walkways to the north of the plaza and towards Building 47 can be reduced to also increase greenspace.
 - **Amphitheater and other outdoor spaces**
 - Improve landscaping, lighting, electrical, and maintenance.
 - Develop urban gardens/outdoor study spaces, and spaces for informal gathering and meditation (as detailed below in the Sustainability and Campus Character sections below).
2. **Identify potential building sites on campus.** As a part of the multiple planning efforts that led to the development of the Campus Plan, opportunities to develop additional capacity on the Van Ness Campus were identified. This additional capacity comes in three forms:
- (1) Potential Sites for Green Roof Construction
 - (2) Identifying Potential Locations for New Outdoor Spaces
 - (3) Identifying Potential Sites for New Construction of Academic Buildings and/or Student Housing

Identifying Potential Sites for Green Roof Construction

Based upon structural analyses, Buildings 32/42, 38/39, and 47 are capable of supporting additional rooftop additions in the form of green roofs that will help meet the sustainability goals of the University and help reduce stormwater runoff. There is also an opportunity for green roof application in new building construction.

Identifying Potential Athletic Field Locations

This Plan anticipates the installation of an artificial turf practice field (U-12 regulated) in the southwestern portion of the Van Ness Campus, a portion of which is currently being used by DCPS as swing space. The DCPS lease for use of this area as a swing space will not be extended. The placement of a practice field in this specific location is ideal, as it abuts the existing NCAA-regulated field set for refurbishment, and is proximate to the existing sports complex building.

Identifying Potential Locations for New Outdoor Spaces

This Plan anticipates the construction of new outdoor spaces that may function as urban gardens/outdoor study, informal gathering, and/or meditation space. Two areas in

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particular that have been identified is the space directly to the north and east of Building 42 onward towards Building 47, and the “B” level of the area adjacent to Building 32 towards the Theater.

Identifying Potential Sites for New Construction/Renovation of Academic Buildings and/or Student Housing

There are two sites that have been identified that could serve as locations for the construction or renovation of an academic building and/or student housing.⁵ See **Exhibit 4.2c(r)**.

- **“Site 44”** - The first site is situated towards the South of the Van Ness Campus along Van Ness Street NW. The University intends to renovate the existing building of 110,421 gross floor area and convert it into student housing, which would accommodate approximately 400 students. As stated above, the existing programs will be relocated to the recently purchased building at 4250 Connecticut Avenue NW.
- **“Site A”** - This site is at the north east corner of the Van Ness Campus. Here, student housing would be sited over the existing tennis courts at the campus’ Windom Place Entrance.⁶ This site would contain a building of up to 120,000 square feet of gross floor area. It is located closest to the nearby residential neighborhood and would allow for an improved programmatic connection between the University’s Law School and the Van Ness Campus. The topography and proximity over metro lines would also need to be addressed in order to develop the site. A proposed building at Site A would be four stories and rise to approximately 80 feet in height. Institutional buildings in this location may rise up to a height of 90 feet (Subtitle D § 207.6). A building on Site A could accommodate up to 300 students.⁷

As discussed above, this Campus Plan identifies two sites upon which student housing could be located to meet University needs. Alternative campus organizational concepts were evaluated based on the placement of planned facilities in each site. Site evaluations examined the potential for the size and applicable development restrictions on height, bulk, and setbacks to accommodate the program needs for each use. These evaluations also considered the potential for each location to integrate the planned facilities into the existing

⁵ We note that the 2011 Campus Master Plan expressed a preference for student housing where athletic fields are currently located in the southwest portion of the Van Ness Campus. Since that time, it was determined that Building 41 may house the D.C. Archives, and as such there would not be the same connectivity between that location and the rest of the Van Ness Campus. As a result, this site is no longer being considered for student housing.

⁶ We note that the improvements to the existing tennis courts are not associated with the long term option for housing at this location.

⁷ The proposed student bed count is not definitive for Site 44 or Site A, however, in no event will the proposed on-campus housing provide a total of more than 600 beds.

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Van Ness Campus in an organized manner that enhances campus life, character, operations, and community engagement. Finally, the site evaluations carefully considered the impact of the planned facilities on surrounding uses at each location.

Identifying Potential Locations for New Building Additions

There are three buildings that have been identified where vertical/floor additions may be feasible, which are Buildings' 32, 42, and 43. Each building will require an in-depth structural evaluation before any construction planning. New additions to existing buildings can be used to accommodate academic and/or administrative spaces.

Summary. In total, the proposed construction will include approximately 170,000 square feet of gross floor area and increase the Van Ness Campus FAR to approximately 1.56. This includes an estimated 120,000 square feet for a housing site and 40,000 square feet for potential vertical level additions of existing buildings. The proposed construction will increase the lot occupancy to approximately 34%.

Conclusion

Based on the foregoing reasons, the University developed its proposed Campus Plan to implement the University's goals. A modest increase in student, faculty, and staff population supports the University's transition to a selective admissions flagship institution. Modernizations and upgrades to existing academic buildings and facilities and the creation of more-efficient academic and administrative spaces in existing buildings will result in better student experiences, highly competitive academic performance and aid in student retention. Efficient use of scarce space on the Van Ness Campus is a University goal, along with a modest installation of new academic and housing spaces. Further investigation will be required to identify the best location for purpose-built additional student housing on the Van Ness Campus.

The University also believes that prudent and judicious deployment of public facing University-owned off campus buildings, in alignment with DC Government sponsored and planned improvements to public space amenities adjacent to the Campus, can be a catalyst for reinvigoration of Connecticut Avenue retail corridor.

4.3 Off-Campus Housing

No students currently reside on the Van Ness Campus. As a part of the University's efforts to attract and retain talented undergraduate students, in 2010, the University began leasing a small number of units in nearby apartment buildings to provide housing near the Van Ness Campus for its evolving undergraduate programs. This program started in fall 2010 and has been successful. Currently, the University has a master lease for student housing at two properties: at 3003 Van Ness Apartments, 3003 Van Ness Street, NW, and at AVA Van Ness, 2950 Van Ness Street, NW. The University will assess its need for its master leave activity following completion of on-campus residential facilities and the demand for housing.

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While the occupancy of these units by students is permitted under the Regulations, UDC proactively manages the behavior of students living in these residential facilities in order to ensure that these students will live harmoniously with nearby residents.

- First, the University has placed resident advisors in the apartment building who live in the building and provide a direct liaison between students and neighbors, as well as support the University's educational mission and, when necessary, enforce its code of conduct.
- Second, the University has also worked closely with building management to establish a strong communication pattern for monitoring and responding to UDC student-related complaints. The building management refers complaints to UDC's Office of Residential Life, which documents and follows up on each complaint. The handful of complaints received in the last 10 years typically consisted of noise issues that are common in any apartment complex with wood floors, and the University has worked with its students to ameliorate the situation and ensure a more harmonious living environment for all residents.
- Third, the University has established a Code of Student Conduct and, when necessary, is able to pursue disciplinary action for students found to have violated its provisions.

UDC takes its responsibility to the neighborhood very seriously and makes sure that student occupants of the apartments are good neighbors and follow all applicable rules.

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SECTION 5: TRANSPORTATION ELEMENT

5.1 Overview

The transportation goals of the UDC Campus Plan align closely with DDOT’s goals, as articulated in DDOT’s 2010 Action Agenda and 2014 MoveDC Action Plan. The UDC Campus Plan’s transportation goals are as follows:

- Enhance pedestrian safety
- Promote District transit use
- Reduce automobile dependency
- Reinforce sustainability
- Improve campus circulation
- Enhance pedestrian connectivity, including the introduction of pedestrian bridge connections

As set forth below, this Campus Plan seeks to accommodate increased population on the Van Ness Campus without adding more parking supply or roadway capacity. The University will take advantage of its location within a high-quality transportation network served by multiple modes to grow without investment in vehicular-based infrastructure.

5.2 Impact Evaluation

This Campus Plan does not include significant changes to traffic demand or parking demand on or off campus and does not propose any increase in vehicular parking supply.

This Campus Plan anticipates that increases in growth will be accommodated by alternative modes of transportation. It is expected that student, faculty, and staff use of transit, bicycling, and walking options will all increase over the life of this Campus Plan.

These following proposals are included in this Campus Plan:

Endorse the implementation of the recommendations contained within District and local area planning studies

UDC benefits from its proximity to a Metro station and other multimodal transportation facilities. This Campus Master Plan seeks to increase and enhance the ways the campus takes advantage of its urban, multimodal setting. Both District and local planning studies include goals and recommendations to increase the safety and quality of alternative modes of travel on roadways connecting the Van Ness Campus to the District. Many of the recommendations contained in these initiatives will help increase the multimodal qualities of the transportation network.

When able, UDC will encourage the implementation of these initiatives. Although it does not have the purview or resources to implement the recommendations directly, it will cooperate with District agencies as well as local groups to endorse these initiatives and assist where possible in their implementation.

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Develop and implement a thorough set of Transportation Demand Management (TDM) programs and policies

The goal of TDM program and policies are not only to reduce the vehicular demand to a campus, but to organize, market, and monitor the different TDM strategies employed to ensure efficiency in their implementation. A TDM plan was approved as part of the 2011 Campus Master Plan. UDC proposes an updated TDM plan based on current transportation amenities and trends. This updated TDM plan will include the following:

- **Parking Pricing:** UDC will adjust parking rates in its main parking garage to help deter single-occupant driver parking and raise revenue for TDM programs. The student, faculty and staff rates will be adjusted periodically to maintain a peak occupancy level within the parking garage of 80-90% on a typical weekday. UDC will also continue monitoring parking rate structures to prevent non-University patrons from parking in the UDC garage.
- **Carpooling:** UDC will provide employees who wish to carpool with detailed carpooling information and will refer them to other carpool matching services. UDC will also designate a minimum of two (2) preferential carpooling spaces and one (1) preferential vanpooling spaces in a convenient location within the parking garage for employee use.
- **Carsharing:** UDC will maintain existing car-sharing availability and interact with car-sharing service providers to seek the placement of car-sharing spaces within or near the campus consistent with demand.
- **Transit Benefits:** UDC will continue offering enrollment in the SmartBenefits program, which allows for up to \$270 a month of pre-tax salary to be used for transit fares, to University employees. UDC will also enroll students in the WMATA U-Pass program which provides unlimited Metrorail and Metrobus rides for students for a substantially discounted rate and in which students are automatically enrolled.
- **Bicycling:** UDC will provide information about bicycle riding in the District, bike routes between the Van Ness Campus and major destinations, and locations on the Van Ness Campus for bike parking and storage. Quality bike parking will be incorporated into new buildings, and at all new residence halls. UDC will also consider adding more short-term bike parking outside existing buildings. UDC will investigate the addition of bicycle commuter benefits. UDC will market and encourage use of the existing Capital Bikeshare location on the Van Ness Campus. UDC will reserve space for an additional future Capital Bikeshare location, possibly along Van Ness Street south of the Van Ness Campus. UDC will continue making shower and changing facilities available to bicycle commuters.
- **Electric Vehicle Parking:** UDC will designate at least two (2) preferred parking spaces for alternative fuel vehicles and provide at least two (2) electric vehicle

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charging stations.. By encouraging the use of electric rather than carbon emitting vehicles, this will also help the University comply with the District’s Clean Energy Act of 2018.

- **Marketing:** UDC will market these and all TDM programs on a detailed website, an information kiosk on campus, and in orientation packets for on-campus students and staff when they are hired.

Improve campus circulation and enhance pedestrian connectivity

The Plan proposes certain improvements to promote campus circulation and enhance pedestrian connectivity and getaways to the Campus. See the proposed Campus entry and pedestrian paths page at **Exhibit 5.2**. Dennard Plaza serves as the centerpoint of most existing pedestrian paths on campus.

The first of these improvements is reconfiguring the driveway/turnaround under Building 44, accessed from Van Ness Street. This Campus Plan proposes consolidating the two (2) existing driveways from Van Ness Street into one, allowing fewer curb cut interruptions on Van Ness Street, a simpler and more compact intersection, and shorter pedestrian crossing distances across Van Ness Street.

Secondly, an enhanced pedestrian gateway is proposed at the intersection of Connecticut Avenue and Veazey Terrace in which Veazey Terrace is closed to vehicle traffic and converted to a pedestrian-only plaza/entrance. This enhanced gateway is coupled with a proposed vertical pedestrian transportation element between Building 56 and Building 38, which would be highly visible and accessible from the enhanced Veazey Terrace gateway and existing Metro station entrance.

Finally, this Campus Plan proposes pedestrian improvements on Windom Place, including expanding and adding pedestrian refuge locations along the southern curb of Windom Place, which has several wide curb cuts serving the loading docks and garage entrances for 4250 Connecticut Avenue. This Campus Plan also proposes realigning the curbs at the intersection of Windom Place and the WMATA Kiss and Ride access, while proposing the northern curb of Windom Place be relocated by others to narrow the overall width of the street. Finally, this Campus Plan proposes closing the existing driveway directly west of the WMATA Kiss and Ride that connects the Windom Place drop-off area and the service court at the end of Veazey Terrace, converting the driveway into a new pedestrian path.

This Campus Plan includes the following pedestrian bridge connections (see **Exhibit 5.2**):

- Between Buildings 44 and 39 at the Level 2
- From Buildings 42 and 43 to 4250 Connecticut Avenue NW at the A Level
- From Level A to proposed vertical transportation down to Connecticut Avenue NW

A detailed review of the transportation elements of the Plan and TDM measures is contained in the Transportation Filing at **Exhibit 5.3**

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This Campus Plan proposes conducting a comprehensive analysis for firetruck, emergency vehicle access, and mobile storage unit accessibility to the core of the campus and to new proposed buildings.

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SECTION 6: SUSTAINABILITY ELEMENT

6.1 Overview

“Sustainability” is a core value, as stated in the Equity Imperative. This includes the Van Ness Campus facilities and operations, as well as academics and research. The University will also implement policies and procedures that will allow it to achieve the stated goals in the District’s Clean Energy Act of 2018.

6.2 University Goals

Throughout early 2020, interviews were conducted with the Deans and Department heads, many of whom are tasked with promoting sustainability initiatives on the Van Ness Campus. These include Corporate Assets and Real Estate Services (CARES), CAUSES, and Risk Management, among others. These sustainability initiatives fulfill the initiatives set forth in the District’s Sustainability 2.0 Plan, a collaborative effort led by the Urban Sustainability Administration at Department of Energy & Environment, in conjunction with the Office of Planning, and released in 2018. Also, it carries out policy goals in the District of Columbia Mayor’s College and University Sustainability Pledge, which the University signed in 2012. This pledge was updated in 2019 to continue the University’s support and leadership in sustainability initiatives in order to make the District the “healthiest, greenest, most livable city” in the United States by 2032. As part of this pledge, the University became a Charter Participant in the Association for the Advancement of Sustainability in Higher Education’s Sustainability Tracking, Assessment and Rating System. The following policies and several core goals and plans were uncovered during those meetings, as described below. The University will also support the Districts goal of using 100% renewable electricity by 2032.

6.3 Facilities and Operations

Campus Initiatives. Below is a list of sustainability initiatives:

1. Urban Food Hub: The University’s Urban Food Hubs exemplify the University’s commitment to building capacity across the diverse communities in the District, but especially in the food desert neighborhoods. The four components of our Urban Food Hubs are food production, food preparation, food distribution, and waste and water recovery. The University seeks to expand and support urban agricultural space, with a focus on transit-oriented urban agriculture.
2. Sustainability dashboard to track efforts in real time: The University seeks to implement a real-time dashboard of the Van Ness Campus’s sustainability features.
3. Implementation of a Strategic Energy Management program that provides organizational training and continuous support to the University in order to successfully integrate energy management practices.
4. Use of green cleaning and landscaping products.
5. Installation of solar panels on buildings to generate a substantial portion of the University’s electricity with solar power.

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Dennard Plaza Renovation. In addition to providing spaces for social interaction and community building, the plaza renovation, completed during the last decade, provided much needed vegetated space, using native and adapted plants to enhance the Van Ness Campus ecosystem. The renovation, aided through a partnership with the District Department of Energy and Environment, increased stormwater retention capacity and reduced the heat island effect generated by the Van Ness Campus. The renovation “A” level plaza extended from Dennard Plaza serves as a model for low-impact development and urban stormwater management in the Washington, DC region. Placement of additional tree planters in this Campus Plan further increases the benefits of greenspace in the plaza.

Green Roof Project. Over the past decade, the University added approximately 34,000 square feet of vegetated space on building rooftops on the Van Ness Campus. Photovoltaic panels were also installed during the construction of the University’s Student Center. In the next several years, the University’s goal is to add 70,000 square feet of green roof and install additional photovoltaic panels across several campus buildings. Potential locations are shown in **Exhibit 6.2**. Triple Yield installations are also being considered, where solar panels are installed on a roof and food is grown under the solar panels using water captured from the roof to feed the plants.

6.4 Energy, Water & Climate Strategies

The District of Columbia passed the Clean Energy DC Omnibus Amendment Act of 2018, which amended the Renewable Energy Portfolio Standard Act of 2004. The bill is intended to transition the District of Columbia to operate on 100% renewable electricity by 2032. The University will develop and implement strategies that will allow it to fully support the new law. In addition, with the University’s plans for building and infrastructure improvements and the plan to decouple all campus buildings from the central power plant there is a significant opportunity to improve monitoring and measuring of overall building performance and energy use. There are also opportunities for long-term cost-savings and high return on investment.

The Department of Energy and Environment (DOEE) recommends that renovations or repairs of existing buildings/structures will require design of stormwater management (SWM) facilities sized for retention of stormwater volume equal to 0.8” of rainfall for the building/structure footprint area if the criteria are met. The University intends to work with DOEE to meet any renovation SWM requirements.

Other approaches that the University will consider to achieve stormwater management sustainability goals:

1. Operations: Reduce/eliminate chemicals used in operations that drain to the storm sewer (pesticide, weedicide, fertilizer, de-icing salt, etc.) or utilize eco-friendly alternatives.
2. Targeted Stormwater Management Projects: Create SWM projects to treat existing areas of campus with a focus on benefitting the Rock Creek Watershed. These could include reducing/preventing the most polluted runoff going to Rock Creek, such vehicle paving and dumpster areas, or locating stormwater measures to treat large campus drainage areas.

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3. Apply or increase DOEE compliant SWM measures on the campus. This includes green roofs, cisterns with building cooling tower HVAC System, bioretention, pervious paving and infiltration.
4. Track stormwater sustainability through quantifying the compliance of the existing campus as a whole, for both new development and existing development. Pursuing this goal through over-designing stormwater systems with permitted campus development projects would be a cost-effective approach and would provide stormwater credits approved by DOEE.

The Campus Plan also proposes the University implement strategies to reduce potable water consumption and reduce wastewater discharge.

According to the Intergovernmental Panel on Climate Change (IPCC) and other experts in the field, there are ten years to reduce atmospheric carbon to keep global warming from rising above 1.5 degrees Celsius. Washington’s “Sustainable DC 2.0 Plan” establishes a goal of carbon neutrality by 2050 and to reduce per capita energy use District-wide by 50% by 2032. This Campus Plan proposes that the University strategizes to publish climate action and resiliency plans to measurably improve the University’s environmental performance in campus operations. This would constitute valuable contributions to the District and global sustainability goals.

6.5 Campus Facilities Strategies

Campus Buildings. As the University constructs new or renovates existing facilities, it is cognizant of the impact such construction has on the environment and commits to minimizing such impact.

District Green Building Regulations. The University will comply with District requirements to meet the US Green Building Council’s LEED Silver certification level for new construction.

Open Space Policy. The University recognizes the importance of maintaining open space as both a campus and community asset. It looks to minimize disturbance to existing trees and open space.

Tree Canopy Preservation. The Plan will propose the University adopt the District’s goal of a 3% increase in the canopy from 35% to 40% coverage by 2032.

Smart Landscape. This Campus Plan will propose the University design landscaped areas to minimize the need for irrigation, or utilize non-potable water for irrigation. Also, the University will add trees along the Van Ness Campus perimeter, and green walls at certain locations as shown at **Exhibit 6.3**.

Creation of Urban Gardens.

Creating green energy. Installing geoexchange under a new practice field in the southwestern portion of the Van Ness Campus.

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Encourage alternate modes of transportation. This initiative will reduce carbon emissions from vehicles driving to the Van Ness Campus.

Continued Learning and Development. In addition, the university has an opportunity to engage in a no-cost Strategic Energy Management (SEM) curriculum through the D.C. Sustainable Energy Utility (DCSEU). Led by the Sustainable Energy Partnership and under contract to DOEE, the DCSEU is committed to environmental preservation, community engagement, and economic development. This SEM program will provide tools, resources, and training to the University to engage in energy benchmarking, analysis, and use reduction resulting in a University energy management plan, cost savings, and eligibility for performance-based energy rebates. The University is also working with other District Universities to develop Building Energy Performance Standards (BEPS) that will chart a pathway towards compliance with the District's Clean Energy Act of 2018.

The Clean and Affordable Energy Act of 2008 (CAEA) requires the Mayor, through DOEE, to contract with a private entity to conduct sustainable energy programs on behalf of the District of Columbia. The CAEA authorizes the creation of a District of Columbia Sustainable Energy Utility (DCSEU) and designates the SEU to be the one-stop resource for energy efficiency and renewable energy services for District residents and businesses. The DCSEU operates under a performance-based contract with DOEE, with input and recommendations from the SEU Advisory Board, and oversight from the Council of the District of Columbia.

This act was amended by the Clean Energy Act of 2018 (CEA 2018), the most ambitious renewable electricity standard in the nation. The CEA 2018 revised the District's Renewable Energy Portfolio Standard to mandate 100% of the District's energy supply comes from renewable energy sources by 2032. Furthermore, with the recognition that 75% of the District's greenhouse gas emissions the CEA 2018 targeted this section. As discussed above, the University is working to develop BEPS, which will chart minimum energy performances for buildings.

6.6 Academics & Research

The University has developed programs, within CAUSES, which will continue to prepare students to address complex issues in resource management, food systems, and ecosystem health in an urbanizing world. The Water Resources Research Institute (WRRI) provides accredited lab tests, research and training to its students and the broader community.

Establishing more green and sustainable business practices and operations. This will reduce the impact on the environment by looking into providing green business incubators (innovation lab, business kitchen incubator). The goal is to reduce waste and conserve energy.

Constructing labs. Specifically: nursing training, materials testing, agricultural experimentation. Indoor and outdoor lab spaces to perform sustainability research.

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SECTION 7: COMMUNITY RELATIONS ELEMENT

7.1 Overview

This section elaborates on the University's interaction with the neighboring community and residents of the District at large. Discussed below are the various programs and partnerships UDC initiates and maintains, media and tools of communication they use to interact, and cultural events and opportunities they offer to the public.

7.2 Communications

University Community Task Force. As a result of the approval of Z.C. No. 11-02, UDC created a task force comprised of University representatives, neighborhood representatives, local businesses, and other non-university community stakeholders to address a range of physical planning issues relating to university growth and operation.

Intra-University Dialogue/Coordination. UDC is an active member of the Consortium of Universities of the Metropolitan Washington Area. The Consortium serves as the coordinating entity for academic and administrative committees from the university presidents who serve as the Consortium's board of trustees to chief academic officers, registrars, and a host of administrative committees. Through this collaboration, programs such as cross-registration, the Campus Public Safety Institute and the Washington Research Library Consortium, now a separate nonprofit organization, have been possible.

Tools. UDC will continue to use electronic forms of communication as well as evaluate the installation of an event board or electronic marquee to announce public events on the Van Ness Campus and serve as an element of campus identity and a mode of communication to the UDC population and neighboring community. The ideal location will be subject to further study by the University and its final placement should be coordinated with an overall campus wayfinding program.

UDC Cable TV. UDC will continue to operate UDCTV, a 24-hour educational cable program service operated by the University of the District of Columbia. UDCTV is the District government's non-commercial, adult education program service. The mission of UDCTV is the innovative use of cable television technology and programming, to support the University in carrying out its land-grant function of teaching, research and public service. Over the next ten years UDCTV will plan to increase its ability to capture campus wide media content from several buildings and expand its services to creating intellectual property for the University.

7.3 Educational Partnerships

Consistent with the University's mission, UDC will continue to evaluate opportunities to provide service -learning programs affiliated with the curriculum of its colleges. The Office of Continuing Education (CE) at the Community College provides face-to face and online opportunities for personal, professional and civic growth. These courses are designed to provide skills training and industry certifications necessary for current and emerging job markets as well as for exploring

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personal and professional growth. Classes are open to all populations within the DMV area and beyond without regard to educational background. UDC continues to offer a myriad of courses.

7.4 Opportunities and Programs for University Neighbors

University Programs. UDC will continue to offer programs through its Cooperative Extension Service (CES) – CES is an informal educational service, which extends beneficial research-based information to the community through outreach efforts, including providing free and fee based public programs (seminars, courses, demonstrations and one-on-one technical assistance) and publications (brochures, factsheets, newsletters, pamphlets). CES includes four program units that address key issues found in the urban environment:

- Center for Nutrition Diet and Health (CNDH) + the Institute of Gerontology
- Center for Urban Agriculture and Gardening Education
- Center for Urban Resilience, Infrastructure, and Innovation + the Architectural Research Institute (ARI) + the Water Resources Research Institute
- 4-H and Youth Development
- Community Resources and Economic Development and the Center for Cooperatives

Athletics & Recreation. UDC maintains a number of sports and recreation facilities which are currently utilized or envisioned to be utilized as resources for community use through memberships. These include a natatorium, athletic fields, and tennis courts. The athletic fields and tennis courts will be rebuilt with a new synthetic playing surface installed on the athletic field. These fields will accommodate the University's intercollegiate men's and women's lacrosse and men's soccer programs. In addition, these fields will be used for intramural soccer and CAUSES 4-H youth soccer programs, as well as summer camps and clinics. When available, these fields will be rented to community partners. Hours will vary depending on activity.

Farmers Market. UDC coordinates farmers markets to provide fresh, healthy, local food options to residents of the District of Columbia. The Van Ness Farmers Market features vegetables, berries, melons, bread, pickled items, flowers, prepared foods, and live music. The market is held each Saturday in the summer months through late fall on the Connecticut Avenue plaza. Additionally, the Farmers Market features food demonstrations, one-on-one consultation and free helpful publications to assist residents with such issues as nutrition, diet and health, youth development, parenting, gardening and financial planning.

Campus Services. Where possible, campus support facilities including dining, bookstore, and conference room use are made accessible to the public.

Campus Dining. In addition to serving the student population on the Van Ness Campus, the cafeteria is open to the public and serves as community resources.

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SECTION 8: CAMPUS CHARACTER ELEMENT

This section addresses how the Van Ness Campus seeks to express its mission through its physical appearance and establishes a positive physical presence in the surrounding community. The University aspires to strengthen its identity and visual appeal; and improve its urban design characteristics in future campus development projects through buildings, streetscape and open spaces.

8.1 University Goals

Express the Flagship Identity of the Van Ness Campus. The Van Ness Campus is the primary site of a growing university and should be recognized as a significant resource to the community. Moreover, with its history as the only urban land-grant public institution of higher education in the nation, as well as one of the Historically Black Colleges and Universities (HBCU), the University will strive to express the importance as a flagship entity through campus improvement measures. Campus buildings should clearly reflect the University’s identity and messaging via coordinated signage, art and iconography.

Improve the Overall Appearance and Character of Campus. UDC seeks to improve the physical expression of the Van Ness Campus over time. By improving the appearance of its buildings, providing clear wayfinding, enhancing the streetscape and establishing a cohesive landscaped open space system on the Van Ness Campus and its edges.

Connect Community & Campus Population. With the aim of activating the Van Ness Campus and commercial district in a cohesive manner, UDC will explore ways in which physical improvements to the Van Ness Campus can make the overall neighborhood more physically and economically attractive.

Utilize the Campus to Activate Connecticut Avenue NW. The Van Ness Campus resources, activities and its growing student population offer a unique opportunity to enliven Connecticut Avenue NW in the Van Ness area. With improvements to the streetscape and the addition of more community oriented retail, the neighborhood’s character as a thriving mixed-use commercial district will be enhanced.

8.2 Campus Identity

8.2.1 Physical Identity Elements

Exhibit 8.2.1a Campus Perimeter Improvements Diagram

Campus Buildings. The Van Ness Campus’s identity is defined by the style of its buildings. The concrete and tinted glass of the style vernacularly described as “Brutalist” presents a stolid and monolithic appearance. UDC’s aspiration to grow its student population and improve the physical characteristics of the Van Ness Campus environment provides an important opportunity to improve the physical expression of the buildings as well.

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Campus Signage. The Van Ness Campus needs an effective, coordinated signage system to improve way-finding on campus and at its edges. This Campus Plan proposes establishing a unified system, including a unified standard and signage plan for the Van Ness Campus and the commercial district to establish a neighborhood identity for the Van Ness Campus, and serve as an important community resource in boosting safety and a sense of pride in the neighborhood. Improved signage, particularly at entry points to the Van Ness Campus and at other identified locations, will assist in building identification, establishing major walkways on the Van Ness Campus, and provide directional addresses to buildings

Campus Open Spaces. The open space network on the Van Ness Campus and its edges is an important element in establishing campus identity and enhancing the student experience. The Main Compass contains a variety of public open spaces which offer unique settings for educational and cultural experiences, including the grove of mature trees surrounding the amphitheater, Dennard Plaza, the plaza extended, the “B” level promenade, sports and recreation facilities and a variety of planters and planting spaces distributed throughout the plaza. This Campus Plan proposes that as the University renovates buildings and public spaces and adds new campus facilities that it undertakes a program to comprehensively evaluate, replace and repair existing hardscaped and landscaped areas.

With UDC’s sustainability vision of enacting initiatives that fulfill the goals set forth in the District’s Sustainability 2.0 Plan, it continues to develop the paved areas north of Dennard Plaza to provide more green space and which will serve as a model for low-impact development and urban stormwater management in the Washington, DC region.

Similar projects and measures to incorporate green and sustainable design elements, such as low-impact development are highly encouraged where practical. These not only help improving the physical characteristics of the Van Ness Campus but help conserve natural resources and can serve as a community and regional resource.

As a part of the sustainability initiative of UDC, lighting design is proposed to incorporate solar powered lighting or an appropriate technology. UDC is developing a Lighting Plan for outdoor lighting on campus and its peripheries in context with adjoining activities and uses, and to provide a safe pedestrian environment to the community.

Campus Perimeter. Along each face of its perimeter, UDCs is surrounded by a variety of uses including diplomatic, institutional, commercial, and residential. See **Exhibit 3.1**. Each condition suggests a unique response to meeting aesthetic, access, and security requirements. This Campus Plan proposes a thorough review of perimeter conditions and the development of landscape, hardscape, and security and access specific to each condition.

The Van Ness Campus lays in the heart of an established commercial district in Van Ness, located along one of the city’s major thoroughfares; Connecticut Avenue. The commercial district is mixed-use in nature with stable residential communities, office establishments and a growing retail component. Over the last decade, the Van Ness Campus has improved its connection to the corridor with the construction of the Student Center, which acts as the main entrance to the Van Ness

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Campus, and has created opportunities for further strengthening of the University's presence with its off-campus properties along Connecticut Avenue. Proposed landscape and traffic improvements in this Campus Plan has the potential to continue to synergize the relationship between the Van Ness Campus and immediately adjacent commercial district.

To activate the Van Ness Campus frontage along Connecticut Avenue NW, this Campus Plan proposes introducing as much ground floor retail as possible oriented towards offering a range of goods and services to meet the needs of students and local residents. Within the aforesaid context, elements of the Student Center such as dining venues, and the primary entrance to the facility located at street level with active storefronts and entrances to augment the existing commercial dining and retail establishments as opportunities to enliven this city's major thoroughfare.

UDC explores partnerships with DC's Economic Development agencies and works to establish district management that considers cross marketing and promotions for the District.

To enhance pedestrian-life on Connecticut Avenue NW and the Van Ness neighborhood, this Campus Plan proposes adding streetscape elements in coordination with DDOT public space improvements to soften the continuous expanse of paving. A unified landscape of street trees and planting beds, attractive hardscape, street furniture, cohesive district lighting solutions, wayfinding signage system, sheltered bus stops, public art and other appropriate features to support pedestrian activities is proposed.

8.3 Cultural & Academic Identity Strategies

Historically Black Colleges and Universities. As an HBCU, UDC benefits from Title III, a grant awarded by the U.S. Department of Education to developing institutions (with particular emphasis on Historically Black Colleges and Universities) to assist in the realization of each institution's strategic plan. For the fiscal year of 2020 the Title III awards total approximately five and a half million. These funds will be used to support approved projects across the Van Ness Campus. Title III grants are vital to the development and success of institutions around the nation, and UDC is fortunate to have these resources in order to rebuild, reclaim, and renew the proud legacy of this institution. As UDC prepares to grow its enrollment and curriculum, this Campus Plan proposes that UDC explore ways to reinforce its HBCU identity as a physical expression on the Van Ness Campus. Opportunities for this exist within the new Student Center as well as distributed across the Van Ness Campus.

Curriculum. As the Van Ness Campus aspires to grow its enrollment, it is actively improvising and offering more courses through degree and non-degree programs. This Campus Plan proposes the University continue to broaden awareness of the unique academic offerings available to District residents.

Athletics. The University of the District of Columbia Athletics Department is committed to high standards of achievement in both the educational and athletic experiences. The Department offers intercollegiate, intramural and recreational programs that encourage the fullest participation of students whose physical, emotional and social welfare is primary in the educational experience of

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the University. This Campus Plan proposes the University utilize its athletic programs to broaden awareness of the unique academic offerings available to District residents.

8.4 Architectural Expression Strategies

As UDC's Van Ness Campus continues to grow, opportunities exist to develop a more positive architectural expression utilizing contemporary design vocabulary, construction technologies, and material expressions.

Building Appearance. Conceived as a cohesive assembly of buildings unified by floor levels, access ways, materials, and heights, the existing architectural style does provide a cohesive stylistic framework. This Campus Plan proposes that as university buildings undergo periodic maintenance and renovations in the future, the designs incorporate a palette of contemporary building materials like glass and metal that compliment and freshen the underlying building vocabulary. While the buildings maintain a neutral concrete framework, techniques should be considered to visually distinguish the campus buildings which can improve the way populations navigate and experience the campus. Strategies would include enhancing the facades of existing buildings with the use of decorative metal panels backlit with University colors. These would be unique to each building but cohesive throughout the entire campus. Also, planting of green walls will not only serve as a sustainability element but they will also visually enhance facades improving the campus experience. See **Exhibit 8.3**. For any new building construction, it is proposed that new designs reference and mix the campus palette concrete, glass, and metal with contemporary elements to achieve a visually pleasing impact on the viewers.

Urban/Landscape Design – Streets. In UDC's urban setting, public streets perform important functions for both the campus and the surrounding areas. An extensive network of heavily trafficked city streets passes through and borders the Van Ness Campus. While these streets and their public spaces fall under DDOT's purview, there are three focus areas that this Plan provides proposals for. These are the Veazey Terrace, Windom Place, and Van Ness Street entrances to the campus.

These three areas comprise primary pedestrian entryways to the campus while differentiating the campus district from the city at large. To function properly, these areas must include traffic signals that can be seen easily by drivers while also providing a comfortable, protected pedestrian environment.

Urban Design/Landscape – Veazey Terrace NW. Currently, the campus service areas at Veazey Terrace NW and Windom Place NW are very visible and appear as campus entrances along Connecticut Avenue NW. This Campus Plan proposes more effective identification, enhanced screening and potential reconfiguration of service areas, including the closing of Connecticut Avenue NW service routes, as described in the Transportation Element. As shown in **Exhibits 8.4a and 8.4b**, these improvements on the Van Ness Campus will provide for a better pedestrian experience, including the creation of usable green space and additional sidewalk connections, and present a clear entry point or "front door" to the University for those entering on foot. A defined pedestrian sidewalk would be created along Windom Place, which turns and runs alongside the

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rear of the building located at 4250 Connecticut NW, and adjacent to the WMATA Kiss and Ride access. This pedestrian sidewalk would then connect to the sidewalk that extends from Veazey Terrace.

The proposed Veazey Terrace to Connecticut Avenue closure unites the campus front along Connecticut Avenue and introduces a direct link from the Metro station to the campus core - Dennard Plaza Green. They establish a rich and diverse sequence of events, for students/faculties or casual visitors. They provide an image and identity of the overall campus as well as reflect the unique character of the campus parts, such as the new Windom Plaza entrance to the theater district.

Urban Design/Landscape – Connecticut Avenue NW and Van Ness Street NW. The Van Ness area on Connecticut Avenue NW serves as an important shopping district, however it suffers from a harsh street environment and excessive amount of undifferentiated hardscape. An approximately 420 foot-long segment of the Van Ness Campus abuts Connecticut Avenue NW to the east. UDC will consider ways to enhance the street character along this portion of Connecticut Avenue NW in a unified manner that coordinates future campus improvements with proposed improvements to the public space to the north and south. See **Exhibit 8.4c**.

Walkways. Walking is the most important mode of experience on the campus, especially for the campus with drastic grade changes. Walkways should provide the richest satisfaction and should be ardent and safe. Buildings along the walkways should be responsive to the basic ordering of the walks' landscape elements, such as their material, color, planting and facade treatment.

There is a diagonal direction of walking experience traversing the campus from the south east corner of Dennard Plaza to the north west Physical Ed building. This directional movement is the basic continuous pedestrian spine of the campus. It passes through and links almost every kind of campus landscape – from entrances, building edges, to the protected interior spaces. This directional spine comprises the richest and most diverse sequence of events on campus.

Urban Design/Landscape – Dennard Plaza Green. See **Exhibit 6.3**. This area is the heart of the campus. It is a central experience for almost all users of the campus. It is important that this space, in addition to meeting the functional requirements of circulation and catering to a variety of organized and casual activities, fulfill its role as a prime image of the University. While attention to the core is required, its edges must also be treated in spatial experience.

Dennard Plaza is largely paved with peripheral planting beds around it with ornamental trees that forms an edge. It serves as plaza boundary and separates the plaza with the building zone.

In addition to being a confluence of pedestrian circulation, Dennard plaza accommodates a variety of activities at several scales, ranging from rallies/events at a large scale, to holding outdoor classes, parties, small concerts at an intermediate scale, to at the smallest scale, providing opportunities for simply sitting, reading, conversing, socializing, or reflection. Additional landscape elements such as large movable planters will be placed to soften the hardscape and provide more user-friendly spatial relationship.

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The planters are of the size that can accommodate small trees and can be selected to offer variation of shape, color, and interest to the hard-paved plaza. They also can provide seating either by integrated seats or broad rims.

Urban Design/Landscape – Amphitheater Area. The remnant of this wooded hillside is the greenest part of the present-day campus landscape, but are also most vulnerable. The stand of mature trees is in poor conditions or diseased. Erosion along the embankment is apparent. The amphitheater is in need of updating and repair. However, due to its adjacency to the performing arts programs of the University, with adequate enhancement, it can be the 2nd core of the campus.

It is a unique exception to the whole institutional campus landscape. The area holds a wealth of possibilities. It is where one can get away from the academics and activities to become immersed in its green surroundings. It is also a major outdoor performing venue with welcoming shade in good weather. A very careful, thorough analysis and exploration of its potential rehabilitation should be undertaken by a special group specifically constituted to address this landscape.

Campus Signage and Wayfinding. This Campus Plan proposes the design and implementation of a signage plan with effective graphic quality to improve wayfinding on the Van Ness Campus and its peripheries. Besides making it easy for members of the community to find their way around the Van Ness Campus, this is also encouraged to impart a strong identity to the Van Ness Campus as a flagship entity, and the adjoining commercial district. The standardized wayfinding package can include street signage, exterior building signage, directional signs, pathway markings, campus map kiosks. The campus plan proposes clarifying and naming pathways making circulation intuitive through the use of paving material, colors and signage. See **Exhibit 8.5a Campus Wayfinding and Exhibit 8.5b Campus Wayfinding Signage.**

Placemaking and Public Art. This Campus Plan proposes the design of public art installations in planned improvements to existing and proposed outdoor spaces intended for outdoor study, informal gathering places, and meditation. Focusing on the utilization of local and University artists to enhance the public domain in this area is a goal.

Student housing. The introduction of student housing on the Van Ness Campus will serve an identified student demographic, increase campus pride, and help reinforce the cultural identity of UDC on the Van Ness Campus.

Athletic branding. This Campus Plan proposes that the University incorporates collegiate athletics into a branding package and signage plan. Placement of exterior banners, logos or emblems along athletic zones on campus and its perimeter can communicate school spirit, legacy and culture, encouraging community engagement through athletics.

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SECTION 9: COMPLIANCE WITH SUBTITLE X § 101 OF THE DISTRICT OF COLUMBIA ZONING REGULATIONS

As set forth below, the Van Ness Campus Plan specifically complies in the following respects with Subtitle U § 203.3 and Subtitle X § 101 of the District of Columbia Zoning Regulations:

9.1 College or university use that is an academic institution of higher learning, including a college or university hospital, dormitory, fraternity, or sorority house proposed to be located on the campus of a college or university shall be permitted as a special exception if approved by the Zoning Commission subject to the conditions of Subtitle X, Chapter 1 and Subtitle Z. (Subtitle U § 203.3)

The University of the District of Columbia is operated as an academic institution of higher learning pursuant to D.C. Law 1-36, which consolidated the Federal City College, Washington Technical Institute, and District of Columbia Teachers College into the University of the District of Columbia.

9.2 The uses shall be located so that they are not likely to become objectionable to neighboring property because of noise, traffic, parking, number of students, or other objectionable conditions. (Subtitle X § 101.2)

Noise

Activities within the Campus Plan boundaries are located to minimize objectionable impacts due to noise. The bulk of the Van Ness Campus to the west, south, and east is surrounded by commercial and institutional uses that are generally not sensitive to noise and, in any event, these buildings are devoted to academic and administrative uses that, by and large, do not generate noise levels that have the potential to become objectionable. To the north, a combination of landscaping, topography, and building location keeps noise-generating activity generally away from the surrounding residential neighborhood. Service activity generally occurs in the area behind commercial development off Veazey Terrace NW – directly from Connecticut Avenue NW and, again, away from surrounding residential uses.

Further, under the 2011 Plan, the University located its Student Center on the southern portion of the Van Ness Campus, away from the residential neighborhood.

As discussed above, the University does maintain a small number of off-campus residential units in nearby apartment buildings and carefully monitors and manages student activity to ensure they do not become objectionable due to noise.

Traffic and Parking

Transportation consultants from Gorove Slade have been engaged to provide a detailed report evaluating the transportation impacts of the proposed Campus Plan. This report will be provided prior to the hearing. Generally speaking, for the reasons discussed herein, the Van Ness Campus is not likely to become objectionable due to traffic impacts. The Van Ness Campus is located

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immediately adjacent to the Van Ness Metro station, which provides a convenient and reliable alternative transportation mode for students, faculty, and staff alike. In addition, the location along Connecticut Avenue NW offers additional mode options ranging from Metrobus service to walking and bicycling. Finally, the entrance to the parking facility is located on the institutional side of the Van Ness Campus off of Van Ness Street NW, which is directly accessed from Connecticut Avenue NW and avoids the need for cars to enter the surrounding residential neighborhood.

No additional parking is proposed as a part of the Campus Plan, which will avoid potential future impacts due to increases in the number of vehicular trips to and from the Main Compass. In addition, the provision of on-campus housing will bring students closer to the Van Ness Campus and eliminate the need to commute to class or activities from elsewhere.

Number of Students

The Plan anticipates a modest increase in student population that will still remain well below the original planned capacity of the Van Ness Campus. Given the availability of public transportation to the site, the number of students is not likely to become objectionable.

Other Objectionable Conditions

The Van Ness Campus is not likely to become objectionable for any other reason. Indeed, the Plan offers improvements to on-campus sustainability that will significantly improve the campus condition and provide a benefit to the surrounding communities as well. In addition, as the only public institution of higher education in the District, the University offers all District residents with an opportunity for an affordable local education at all stages of adult life. The strengthening of the offerings at the Van Ness Campus will result in benefits to the entire university system.

9.3 Any commercial use customarily incidental to a university use in an R, RF, or RA zone, or as an adjunct use to a university building, shall be subject to conditions; (Subtitle X § 101.3)

The Campus Plan process shall not serve as a process to create general commercial activities or developments unrelated to the educational mission of the applicant or that would be inconsistent with the Comprehensive Plan. (Subtitle X § 101.4).

The Van Ness Campus includes a number of ancillary uses that actively support the academic, residential, and clinical components of the University. The nature and type of these uses on the Van Ness Campus are expected to evolve over the 10-year term of the Campus Plan in order to meet the needs and mission of the University. These ancillary uses include a bookstore, and a currently vacant commercial space in the student center. Additionally, food services may provide services to the public.

These ancillary uses are located interior to the Van Ness Campus, and as a result their operation does not impose objectionable impacts on non-university residential neighbors. The bookstore is located in the center of the Van Ness Campus. Any future establishments and any potential

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objectionable impacts on non-university residential neighbors will be mitigated by consensus proposals at the time of a further processing application.

The total floor area of all ancillary uses, including basement and cellar space, currently occupies less than 7% of the total Campus Plan gross floor area and is projected to occupy less than 10% of the proposed total Campus Plan gross floor area over the term of this Campus Plan.

9.4 The following development standards shall apply to the maximum total density of all buildings and structures on the campus in an R... zone (Maximum Height of 50 feet and Maximum FAR of 1.8): (Subtitle X § 101.5)

The Van Ness Campus is located in the R-1-B Zone District. The maximum proposed development described in this plan results in a FAR of 1.56, which is less than the 1.8 FAR permitted under the Zoning Regulations.

Because of permissive increases as applicable to normal bulk requirements in the low-density zones regulated by this title, it is the intent of this subsection to prevent unreasonable campus expansion into improved low-density zones. (Subtitle X § 101.6)

In calculating floor area ratio (FAR), the land area shall not include public streets and alleys, but may include interior private streets and alleys within the campus boundaries. (Subtitle X § 101.7)

The Van Ness Campus is located within the R-1-B Zone district. Pursuant to Section 101.5 of the Zoning Regulations, the total gross floor area of the Van Ness Campus is limited to a density of 1.8 FAR. The additional gross floor area proposed in this Campus Plan together with the existing gross floor area of the Van Ness Campus will result in a FAR of 1.56, or 0.24 below the 1.8 FAR permitted under the Zoning Regulations. (As set forth in Section 101.7, such density does not include public streets and alleys, but it does include interior streets and driveways within the Van Ness Campus boundaries).

Subtitle X, Section 101.5 permits a base height of 50 feet for campus buildings; under Subtitle D, Section 303.2, the height may be increased to a maximum of 90 feet provided that each building is set back from lot lines at least one foot for each foot of height exceeding the 50-foot height limit. Campus buildings are proposed to a maximum height of 90 feet, consistent with these regulations.

9.5 As a prerequisite to requesting a further processing for each college or university use, the applicant shall have submitted to the Zoning Commission for its approval a plan for developing the campus as a whole, showing the location, height, and bulk, where appropriate, of all present and proposed improvements including, but not limited to, the following: (Subtitle X § 101.8)

As shown in Exhibits 3.6 and 4.2b and discussed in Sections 3 and 4, the University has developed a plan for the Van Ness Campus, that, as a whole, shows the location, height and bulk of all present and proposed improvements. Proposed new buildings and building additions, when combined with the proposed improvements to open spaces, pedestrian pathways, and campus roadway circulation, will result in a more attractive, pedestrian-centered, and sustainable campus.

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(a) Buildings and parking and loading facilities;

The proposed Campus Plan calls for new building development as set forth below:

- Residential/Campus Life/Athletic: 140,000 square feet of gross floor area

(b) Screening, signs, streets, and public utility facilities;

The proposed Campus Plan proposes certain changes to parking and loading. As discussed in Section 5, the Campus Plan calls for substantial improvements to the campus roadway network, intended to improve pedestrian and vehicular movement through campus and minimize opportunities for pedestrian-vehicular conflicts. The current and proposed locations of campus parking facilities are shown on **Exhibit 3.11**. These spaces are largely concentrated in the existing parking garage.

As an integral part of the Campus Plan, the University will enhance the prominence of open spaces on the Van Ness Campus and the connections between them to maximize their use and enjoyment in keeping with the environmental integrity and historic context of the Van Ness Campus. A common language of paving materials, site furnishings, plantings and supporting details such as lighting and building identification will help unify the campus environment. See **Exhibit 8.6 Proposed Campus Site Materials**.

The University will enhance its visual and graphic communication on the Van Ness Campus through updates to its wayfinding system and related design guidelines as part of the implementation of this Campus Plan. See **Exhibit 8.5a and 8.5b**.

The University is currently served by a central heating and cooling plant that produces steam and chilled water to meet the needs of the University. This plant is scheduled to be phased out within the timeframe of this Campus Plan. The modernizations of existing campus buildings are purposefully designed with sustainable features to run independently.

The IT infrastructure was recently comprehensively upgraded and future building modernizations will implement these additional capabilities into classroom technologies.

Over the 10-year term of this Campus Plan, the University will continue to evaluate energy and resource conservation measures, and will specifically explore future systems upgrades which could enhance capacity and efficiency without adversely impacting the Van Ness Campus and surrounding neighborhood.

(c) Athletic and other recreational facilities; and

The Campus Plan continues the University's efforts to improve its athletic and recreational facilities for both intercollegiate and recreational uses. The Plan provides for the development of a new NCAA playing field in the southwestern portion of the Van Ness Campus and provide a long-term solution to the substantial wear-and-tear associated with using the existing single athletic field for multiple sports.

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(d) A description of all activities conducted or to be conducted on the campus, and of the capacity of all present and proposed campus development.

As described more fully in Section 4 above, the Van Ness Campus accommodates a wide range of uses and activities that not only fulfill the core mission of the University but also provide substantial opportunities and benefits for neighborhood and District residents.

The capacity of all present and proposed campus development is sufficient to meet the needs of these activities for the 10-year term of this Campus Plan.

9.5 The further processing of specific buildings, structures, and uses within an approved campus plan shall be processed as a special exception unless the campus plan approval was included in an order granting a first-stage planned unit development (PUD) for the campus, in which case the further processing shall be in the form of second-stage planned unit development applications filed consistent with the conditions of the approved campus plan/PUD. (Subtitle X § 101.9)

No further processing of specific buildings, structures, and uses will be submitted at this time.

9.6 Within a reasonable distance of the college or university campus, and subject to compliance with Subtitle X § 101.2, the Zoning Commission may also permit the interim use of land or improved property with any use that the Zoning Commission may determine is a proper college or university function. The land need not be included in the campus plan. When a major new building that has been proposed in a campus plan is instead moved off-campus, the previously designated site shall not be designated for, or devoted to, a different major new building unless the Zoning Commission has approved an amendment to the campus plan applicable to the site; provided, that for this purpose a major new building is defined as one specifically identified in the campus plan. (Subtitle X § 101.10)

The University is not seeking any interim use of residentially-zoned land.

9.7 In reviewing and deciding a campus plan application or new building construction pursuant to a campus plan, the Zoning Commission shall consider, to the extent they are relevant, the policies of the District Elements of the Comprehensive Plan. (Subtitle X § 101.11)

The existing and proposed uses detailed herein are not inconsistent with the Future Land Use Map and Generalized Policy Map designations of the Van Ness Campus as a Local Public Facility and as an Institutional Use, respectively.⁸ The Comprehensive Plan calls for “change and infill” on university campuses consistent with their approved campus plans. See 10 DCMR § 225.22.

⁸ The FLUM and GPM designations in the proposed Comprehensive Plan remain the same for the Property.

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The Plan furthers multiple relevant policies of the District Elements of the Comprehensive Plan. The following Comprehensive Plan Policies are acknowledged as common goals in each element of the Plan.

Element 4 Campus Development

Policy LU-3.2.3: Non-Profits, Private Schools, and Service Organizations
Policy EDU 3.1.1 – Sustaining and Advancing UDC
Policy EDU 3.1.2 – Strengthen Training and Career Programs
Policy EDU 3.2.1 – University Partnerships
Policy EDU-3.3.2: Balancing University Growth and Neighborhood Needs
Policy EDU 3.3.4 – Student Housing
Policy ED-2.4.1: Institutional Growth
Policy ED-4.1.3: Certification and Associate Programs
Policy ED-4.1.4: Adult Education
Policy RCW 1.1.6 – Metro Station Areas
Policy RCW-2.1.3: Van Ness/UDC Station Area
Action RCW-2.1.A: Improving the UDC Plazas
Policy RCW-2.1 Connecticut Avenue Corridor

Element 5 Transportation

Policy EDU-3.3.5: Transportation Impacts of Colleges and Universities

Element 6 Sustainability

Policy LU-3.2.2: Corporate Citizenship
Policy EDU 3.2.2 – Corporate Citizenship
E-1.1 Conserving and Expanding Our Urban Forest
E-2.1 Water Conservation & E-2.2 Energy Conservation iii
E-3.2 Promoting Green Building
Action E-3.3.B: Support for UDC Cooperative Extension

Element 7 Community Relations

EDU 3.3.A University-Community Task Force
Policy RCW-2.1.4: Coordination Between Community and UDC

Element 8 Campus Character

UD 1.4.1- Avenues / Boulevards & Urban Form
UD 2.1.4 - Architectural Excellence
UD 2.2 - Designing for Successful Neighborhoods

UD 3.0 - Improving the Public Realm
RCW 1.1.6 – Metro Station Areas
Action RCW-2.1.A: Improving the UDC Plazas
RCW 2.1 – Connecticut Avenue Corridor
NEW RCW-2.3 VAN NESS COMMERCIAL DISTRICT
NEW Policy RCW: Public Space in Van Ness

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1. Section EDU-3.1 UDC University of the District of Columbia has two policies and one action; Policy EDU-3.1.1: Sustaining and Advancing UDC, Policy EDU-3.1.2 Strengthen Training and Career Programs, and Action EDU3.1.A Develop a Satellite UDC Campus east of the Anacostia River.

This plan is a key instrument developed by the University to establish strategic direction for programs, to guide its growth, and demonstrate good fiscal management of its physical facilities. The University, by creating the Community College of the District of Columbia has clearly demonstrated its dedication to strengthening the community college function traditionally provided by the University. By this organizational expansion, the University will focus on the baccalaureate and advanced degrees while the CC will continue an emphasis on practical career skills and preparation for and enhancement of current and future workplace employment. Through cooperation with the District Council, CC has been given use of the former Patricia Roberts Harris Education Center in Ward 8 where it plans to expand its training programs

2. Section EDU-3.2 Educational Partnerships contains two policies; Policy EDU-3.2.1 encourages universities to partner with K-12 schools, and Policy EDU-3.2.2 seeks commitment to high quality architecture and design, incorporation of “green” building practices, low impact development, historic preservation and adaptive reuse.

UDC is an active partner with several K-12 schools and has historically been the extension of the educational opportunities provided to District of Columbia students.

3. EDU-3.3 Colleges, Universities and Neighborhoods contains five applicable policies; Policy -3.3.1 promotes the development of satellite campuses to accommodate growth and relieve pressure on residential neighborhoods, Policy -3.3.2 encourages college and universities to grow and develop in a manner consistent with community improvement and neighborhood conservation objectives, Policy-3.3.3 requires the campus plans for institutions in residential districts to address community issues and include provisions to avoid objectionable impacts, Policy EDU-3.3.4 encourages provision of on-campus housing, and Policy EDU3-3.3.5 supports efforts by colleges and universities to mitigate their traffic and parking impacts.

UDC and CC are both aggressively pursuing a strategy of development that embraces satellite campus locations, not only to minimize the pressure on campus locations in residential districts, but to take their educational programs to the most appropriate locations in the city. Consistent with neighborhood conservation strategies, the University and CC are providing stability and positive impacts as the satellite programs instill new life into surplus property and old school buildings. The University and community college have an active outreach program to ensure that neighborhood interests are heard and dialog is provided to protect the character and quality of life in those neighborhoods. This submission is evidence that the University is complying with the requirement for developing a campus plan. Consistent with the student housing policy, the University plans to add student housing to the Van Ness Campus to reduce impacts on housing stock in the neighboring residential areas. It is the University’s policy that as an urban institution, it will rely on transit, bicycles and pedestrian connections to the city rather than automobiles. No additional parking is planned in connection with the new building program.

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4. The Rock Creek West Planning Area Element, section RCW-2.1 has two relevant policies; Policy RCW-2.1.3 which encourages improvements to the hardscape portion of the Van Ness Campus, and RCE-2.1.4 supporting greater coordination and communication between UDC officials and the surrounding community.

As the University considered the construction of a new student center, its functions, and location were of great interest to surrounding community members. As an example of coordination and communication with surrounding communities, public input in many ways shaped the program and ultimate site selection for this completed facility.

9.9 As an integral part of the application requesting approval of new building construction pursuant to a campus plan, the college or university shall certify and document that the proposed building or amendment is within the FAR limit for the campus as a whole, based upon the computation included in the most recently approved campus plan and the FARs of any other buildings constructed or demolished since the campus plan was approved.(Subtitle X § 101.12)

The University certifies that the proposed building is within the FAR limit for the Van Ness Campus for the campus as a whole, as set forth in Section 9.4 above.

9.10 Pursuant to Subtitle Z § 405.1, as soon as the application is accepted, the Office of Zoning shall refer the application to the Office of Planning, the Department of Transportation, and the Department of Energy and Environment for review and written reports.(Subtitle X § 101.13)

The Campus Plan was discussed with OP and DDOT prior to filing and will be referred to OP and DDOT for their review and report.

9.11 Approval of a campus plan shall be based on the determination by the Zoning Commission that the application will be in harmony with the general purpose and intent of the Zoning Regulations and Zoning Maps, and will not tend to affect adversely the use of neighboring property, in accordance with the Zoning Regulations and Zoning Maps, subject to the special conditions specified in this section. (Subtitle X § 101.14)

The Campus Plan is in harmony with the Zoning Regulations and the Zoning Maps, and will not adversely affect the use of neighboring property. The University seeks to develop a pleasant, safe, and vibrant campus and to continue serving underserved communities, as well its neighbors, thereby enhancing the neighborhood.

9.12 Small deviations from plans approved under further processing that are determined necessary by the Zoning Administrator for compliance with life, safety, or building codes, may be permitted without an amendment to a further processing provided the deviation does not result in an increase in gross floor area of more than four-hundred and fifty square feet (450 sq. ft.) and the addition shall only be used for purposes of ingress, egress, or handicap access. (Subtitle X § 101.15)

1st, 2021. As a result of not having received all inquiries from the Office of Planning until after such date, a waiver is requested.

If you have any questions, please do not hesitate to contact me on behalf of the Applicant. Thank you for your attention to this application.

SINCERELY,

COZEN O'CONNOR

A handwritten signature in blue ink, appearing to read 'M. Moldenhauer', is written over a thin horizontal line.

Meridith Moldenhauer

Revised Section 4.2: Campus Development

To support the planned evolution of academic programs at the Van Ness Campus, UDC will create a more vibrant on-campus experience through the modernization and upgrading of existing academic buildings and facilities.

Over the next decade, the Van Ness Campus for UDC will continue to function as the principal location for core academic and administrative functions associated with the University's undergraduate and graduate programs.

The Capital Improvement Plan (CIP), adopted by the University Board in 2020, lays out the capital expenditures of University from 2020-2026. See **Exhibit 4.2a**. The CIP provides the earmarked funds and direction for the modernization and upgrading of existing academic buildings and facilities as described below.

Modernization and upgrading of existing academic buildings and facilities. This Campus Plan calls for the rehabilitation and improvement of nearly all academic buildings and facilities on the Van Ness Campus. The buildings are being supported with the original infrastructure, most of which is well past its useful life. In fact, an internal study by the University found that many buildings suffer from non-existent or inefficient heating and cooling controls, deteriorated ductwork and piping, poor ventilation, energy loss and lack of humidity and temperature control. The deficiencies in the mechanical systems severely impact the buildings' ability to support the academic mission of the University, and need to be replaced in a near term, prioritized manner. The University has a plan to effect a systematic campus-wide approach of phasing out the Central Utility Plant over time, decoupling all buildings connected to it. If the existing central plant is to be eliminated and removed from service, the existing chillers, boilers, and cooling towers will be demolished and replaced with efficient stand-alone HVAC systems in each individual building.

A study of the structure of the campus buildings found that most of the structural elements of the existing campus buildings are in good condition. However, it was noted that there are some signs of apparently minor decay in the concrete in a few areas in the Van Ness parking garage. Some minor decay was observed in concrete elements specifically near some slab edges and expansion joints. These deficiencies will be surveyed and documented, and any flaws will be repaired as necessary before any major renovation is undertaken.

To address building deficiencies, the University intends to utilize the capital funds. New elevators will be installed, HVAC systems will be significantly upgraded, the building envelopes (roof upgrades, new windows, etc.), will be renewed, building security and access systems will be upgraded, adaptable/customizable/movable classroom desks/furniture will be provided, and state-of-the-art classroom technologies like Smartboards will be installed in existing academic buildings.

Creation of more-efficient academic spaces in existing buildings. Further, this Campus Plan accounts for the allotment of capital funds that would allow for the interior redesign of existing buildings that will allow them to provide more efficient academic spaces to support the University mission, vision, and programs.

- (1) **Renovation of existing academic buildings to provide for more-efficient use of academic spaces, and possible student housing.** Many additional space needs were identified by internal stakeholders, including:

- (a) Social Science & Natural Science Laboratories (dedicated and collaborative/flexible)
- (b) Conference rooms
- (c) Small group study locations
- (d) Individual study/rehearsal locations
- (e) Advising spaces
- (f) Tutoring spaces
- (g) Research spaces
- (h) Maker/business incubator spaces
- (i) Informal spaces (lounges, food prep areas)
- (j) Staff training spaces
- (k) Student dining hall
- (l) Student success/solution center

The following represents the University's plan for reassigning the use of certain buildings on the Van Ness Campus to meet the University's mission and budget allocations, as further described in the 2021-2026 CIP and as documented in the Proposed Development Plan. See **Exhibit 4.2b**:

- **Building 32 – School of Engineering and Applied Sciences/Mathematics**
 - Expand Engineering programs and upgrade existing classrooms. Some existing academic programs will remain. The HVAC system and other building infrastructure will be upgraded.
- **Building 38 - School of Business and Public Administration/Career Services/Student Success Center**
 - Additional classrooms and student development spaces will be added and a new library will occupy the entire “B” level of Buildings 38 and 39. The HVAC system and other building infrastructure will be upgraded.
- **Building 39 - Administration/Financial Aid/Registrar**
 - Administrative operations will remain and a new library will occupy the entire “B” level of Buildings 38 and 39. The HVAC system and other building infrastructure will be upgraded.
- **Building 41 - College of Arts and Science / Library**
 - The University will continue to relocate occupants from Building 41 to other locations.
 - There are two potential outcomes for Building 41:
 1. Decommissioned and District archives will be consolidated into Building 41; or

2. Rehabilitated for use as academic space.

- **Building 42 - School of Engineering and Applied Sciences**
 - Expand Engineering programs and upgrade existing classrooms. Some existing academic programs will remain and outdoor space to the rear of the building will be utilized as outdoor learning space. The HVAC system and other building infrastructure will be upgraded.
- **Building 43 - Power Plant**
 - The power plant will be gradually phased out after each campus building is outfitted with its own separate heating and cooling system. Once the plant is decommissioned, the building will be converted into an academic or administrative space.
- **Building 44 – College of Agriculture, Urban Sustainability, and Environmental Science (CAUSES) / Life Sciences / Health Services**
 - Existing programs will be relocated to the recently purchased building at 4250 Connecticut Avenue NW.
 - The existing building may be refurbished as a four-story 110,421 sq. ft. residence hall.
- **Building 46E - Theatre of the Arts**
 - Improvements to the building envelope will be made and the HVAC system will be upgraded.
- **Building 46W - Performing Arts**
 - This building will be renovated or decommissioned/demolished. If this building were decommissioned and demolished, the site is being considered as a location for a possible expansion of Building 41, in support of the D.C. Archives project, or as a location for an expansion of the greenhouse/aquaponics facility, with outdoor learning opportunities. The existing use would be maintained until such time.
- **Building 47 - Sports Complex**
 - Roof upgrades will be made (consideration of triple-yield green roof/solar panel installation).
- **Building 56 - Student Center**
 - Interior renovations have recently been made to accommodate a new data center. The University cafeteria will be constructed here.
- **Dennard Plaza**
 - Install additional green landscaping and stormwater collection (as detailed below in the Sustainability and Campus Character sections)

below). Paved walkways to the north of the plaza and towards Building 47 can be reduced to also increase greenspace.

- **Amphitheater and other outdoor spaces**
 - Improve landscaping, lighting, electrical, and maintenance.
 - Develop urban gardens/outdoor study spaces, and spaces for informal gathering and meditation (as detailed below in the Sustainability and Campus Character sections below).
- (2) **Identify potential building sites on campus.** As a part of the multiple planning efforts that led to the development of the Campus Plan, opportunities to develop additional capacity on the Van Ness Campus were identified. This additional capacity comes in three forms:
- (a) Potential Sites for Green Roof Construction
 - (b) Identifying Potential Locations for New Outdoor Spaces
 - (c) Identifying Potential Sites for New Construction of Academic Buildings and/or Student Housing

Identifying Potential Sites for Green Roof Construction

Based upon structural analyses, Buildings 32/42, 38/39, and 47 are capable of supporting additional rooftop additions in the form of green roofs that will help meet the sustainability goals of the University and help reduce stormwater runoff. There is also an opportunity for green roof application in new building construction.

Identifying Potential Athletic Field Locations

This Plan anticipates the installation of an artificial turf practice field (U-12 regulated) in the southwestern portion of the Van Ness Campus, a portion of which is currently being used by DCPS as swing space. The DCPS lease for use of this area as a swing space will not be extended. The placement of a practice field in this specific location is ideal, as it abuts the existing NCAA-regulated field set for refurbishment, and is proximate to the existing sports complex building.

Identifying Potential Locations for New Outdoor Spaces

This Plan anticipates the construction of new outdoor spaces that may function as urban gardens/outdoor study, informal gathering, and/or meditation space. Two areas in particular that have been identified is the space directly to the north and east of Building 42 onward towards Building 47, and the “B” level of the area adjacent to Building 32 towards the Theater.

Identifying Potential Sites for New Construction/Renovation of Academic Buildings and/or Student Housing

There are two sites that have been identified that could serve as locations for the construction or renovation of an academic building and/or student housing.¹ See **Exhibit 4.2c(r)**.

- **“Site 44”** - The first site is situated towards the South of the Van Ness Campus along Van Ness Street NW. The University intends to renovate the existing building of 110,421 gross floor area and convert it into student housing, which would accommodate approximately 400 students. As stated above, the existing programs will be relocated to the recently purchased building at 4250 Connecticut Avenue NW.
- **“Site A”** - This site is at the north east corner of the Van Ness Campus. Here, student housing would be sited over the existing tennis courts at the campus’ Windom Place Entrance.² This site would contain a building of up to 120,000 square feet of gross floor area. It is located closest to the nearby residential neighborhood and would allow for an improved programmatic connection between the University’s Law School and the Van Ness Campus. The topography and proximity over metro lines would also need to be addressed in order to develop the site. A proposed building at Site A would be four stories and rise to approximately 80 feet in height. Institutional buildings in this location may rise up to a height of 90 feet (Subtitle D § 207.6). A building on Site A could accommodate up to 300 students.³

As discussed above, this Campus Plan identifies two sites upon which student housing could be located to meet University needs. Alternative campus organizational concepts were evaluated based on the placement of planned facilities in each site. Site evaluations examined the potential for the size and applicable development restrictions on height, bulk, and setbacks to accommodate the program needs for each use. These evaluations also considered the potential for each location to integrate the planned facilities into the existing Van Ness Campus in an organized manner that enhances campus life, character, operations, and community engagement. Finally, the site evaluations carefully considered the impact of the planned facilities on surrounding uses at each location.

Identifying Potential Locations for New Building Additions

There are three buildings that have been identified where vertical/floor additions may be feasible, which are Buildings’ 32, 42, and 43. Each building will require an in-depth

¹ We note that the 2011 Campus Master Plan expressed a preference for student housing where athletic fields are currently located in the southwest portion of the Van Ness Campus. Since that time, it was determined that Building 41 may house the D.C. Archives, and as such there would not be the same connectivity between that location and the rest of the Van Ness Campus. As a result, this site is no longer being considered for student housing.

² We note that the improvements to the existing tennis courts are not associated with the long term option for housing at this location.

³ The proposed student bed count is not definitive for Site 44 or Site A, however, in no event will the proposed on-campus housing provide a total of more than 600 beds.

structural evaluation before any construction planning. New additions to existing buildings can be used to accommodate academic and/or administrative spaces.

Summary. In total, the proposed construction will include approximately 160,000 square feet of gross floor area and increase the Van Ness Campus FAR to approximately 1.55. This includes an estimated 120,000 square feet for a housing site and 40,000 square feet for potential vertical level additions of existing buildings. The proposed construction will increase the lot occupancy to approximately 34%.

Conclusion

Based on the foregoing reasons, the University developed its proposed Campus Plan to implement the University's goals. A modest increase in student, faculty, and staff population supports the University's transition to a selective admissions flagship institution. Modernizations and upgrades to existing academic buildings and facilities and the creation of more-efficient academic and administrative spaces in existing buildings will result in better student experiences, highly competitive academic performance and aid in student retention. Efficient use of scarce space on the Van Ness Campus is a University goal, along with a modest installation of new academic and housing spaces. Further investigation will be required to identify the best location for purpose-built additional student housing on the Van Ness Campus.

The University also believes that prudent and judicious deployment of public facing University-owned off campus buildings, in alignment with DC Government sponsored and planned improvements to public space amenities adjacent to the Campus, can be a catalyst for reinvigoration of Connecticut Avenue retail corridor.

Revised Section 6.4: Energy, Water & Climate Strategies

The District of Columbia passed the Clean Energy DC Omnibus Amendment Act of 2018, which amended the Renewable Energy Portfolio Standard Act of 2004. The bill is intended to transition the District of Columbia to operate on 100% renewable electricity by 2032. The University will develop and implement strategies that will allow it to fully support the new law. In addition, with the University's plans for building and infrastructure improvements and the plan to decouple all campus buildings from the central power plant there is a significant opportunity to improve monitoring and measuring of overall building performance and energy use. There are also opportunities for long-term cost-savings and high return on investment.

The Department of Energy and Environment (DOEE) recommends that renovations or repairs of existing buildings/structures will require design of stormwater management (SWM) facilities sized for retention of stormwater volume equal to 0.8" of rainfall for the building/structure footprint area if the criteria are met. The University intends to work with DOEE to meet any renovation SWM requirements.

Other approaches that the University will consider to achieve stormwater management sustainability goals:

1. Operations: Reduce/eliminate chemicals used in operations that drain to the storm sewer (pesticide, weedicide, fertilizer, de-icing salt, etc.) or utilize eco-friendly alternatives.
2. Targeted Stormwater Management Projects: Create SWM projects to treat existing areas of campus with a focus on benefitting the Rock Creek Watershed. These could include reducing/preventing the most polluted runoff going to Rock Creek, such vehicle paving and dumpster areas, or locating stormwater measures to treat large campus drainage areas.
3. Apply or increase DOEE compliant SWM measures on the campus. This includes green roofs, cisterns with building cooling tower HVAC System, bioretention, pervious paving and infiltration.
4. Track stormwater sustainability through quantifying the compliance of the existing campus as a whole, for both new development and existing development. Pursuing this goal through over-designing stormwater systems with permitted campus development projects would be a cost-effective approach and would provide stormwater credits approved by DOEE.

The University will implement strategies to reduce potable water consumption and reduce wastewater discharge, which will include green infrastructure upgrades to campus infrastructure to create a resilient campus. One main objective is the use of cisterns and other rainwater harvesting devices to reduce portable water use. This will include for landscape irrigation, as well as potential long-term strategies, such as utilizing the gray water, where allowable, internal to buildings, which includes toilet flushing, and HVAC equipment.

The University proposes that all new construction or significant renovations include low flush and flow fixtures in restrooms and kitchen areas and that urinals be available in all male-gendered bathrooms. The University also proposes that applicable fixtures be specified as EPA WaterSense labeled. The following flush and flow rates are recommended:

Toilets: 1.28gpf maximum or dual-flush 1.6/1.0.
Urinals: 0.125gpf maximum but waterless urinals are better
Lavatory faucets: 0.5gpm maximum but 0.35gpm is better
Kitchen faucets: 1.0gpm maximum but 0.5gpm is better
Showerheads: 1.5gpm maximum but 1.25 is better
Prerinse spray valves: 1.4gpm maximum

The University captures a significant volume of rainwater from permeable pavers in the main plaza cisterns, and proposes connecting these cisterns to meet some of the demand for irrigation, toilet flushing, or similar uses.

According to the Intergovernmental Panel on Climate Change (IPCC) and other experts in the field, there are ten years to reduce atmospheric carbon to keep global warming from rising above 1.5 degrees Celsius. Washington's "Sustainable DC 2.0 Plan" establishes a goal of carbon neutrality by 2050 and to reduce per capita energy use District-wide by 50% by 2032. The

University proposes to publish climate action and resiliency plans to measurably improve the University's environmental performance in campus operations. The University plans to work with DOEE and the DC Office of Resilience to develop appropriate plans and proposes to conduct a scope 1-3 greenhouse gas inventory to benchmark and identify substantial emissions sources which will be utilized to set targets for emissions reductions in a manner that aligns with and contributes to the District's plan. This will also include community engagement through listening sessions and public design charrettes. Faculty and students from the University's land grant program, Architecture, Urban Sustainability, and Engineering will be fundamental in this planning effort, as will a qualified sustainability consultant and a select committee of University stakeholders. This plan will detail strategies that will reduce greenhouse gas emissions to help mitigate climate change, as well as assess the University's vulnerabilities to specific negative climate effects and outline strategies to improve the resilience of the University to those climate effects.

Revised Section 6.5: Campus Facilities Strategies

Campus Buildings. As the University constructs new or renovates existing facilities, it is cognizant of the impact such construction has on the environment and commits to minimizing such impact.

District Green Building Regulations. The University will comply with District requirements to meet the US Green Building Council's LEED Silver certification level for new construction.

Open Space Policy. The University recognizes the importance of maintaining open space as both a campus and community asset. It looks to minimize disturbance to existing trees and open space.

Tree Canopy Preservation. To contribute to the Sustainable D.C. 2.0 target of increasing the Washington D.C. tree canopy to 40% coverage by 2032, the University will make efforts to increase the campus tree canopy to a feasible target based on its current coverage and appropriate space available for plantings.

Smart Landscape. The University will design landscaped areas to minimize the need for irrigation, or utilize non-potable water for irrigation. Also, the University will add trees along the Van Ness Campus perimeter, and green walls at certain locations as shown at **Exhibit 6.3**.

Creation of Urban Gardens.

Creating green energy. Installing geoexchange under a new practice field in the southwestern portion of the Van Ness Campus.

Encourage alternate modes of transportation. This initiative will reduce carbon emissions from vehicles driving to the Van Ness Campus.

Continued Learning and Development. In addition, the university has an opportunity to engage in a no-cost Strategic Energy Management (SEM) curriculum through the D.C. Sustainable Energy Utility (DCSEU). Led by the Sustainable Energy Partnership and under contract to DOEE, the DCSEU is committed to environmental preservation, community

engagement, and economic development. This SEM program will provide tools, resources, and training to the University to engage in energy benchmarking, analysis, and use reduction resulting in a University energy management plan, cost savings, and eligibility for performance-based energy rebates. The University is also working with other District Universities to develop Building Energy Performance Standards (BEPS) that will chart a pathway towards compliance with the District's Clean Energy Act of 2018.

The Clean and Affordable Energy Act of 2008 (CAEA) requires the Mayor, through DOEE, to contract with a private entity to conduct sustainable energy programs on behalf of the District of Columbia. The CAEA authorizes the creation of a District of Columbia Sustainable Energy Utility (DCSEU) and designates the SEU to be the one-stop resource for energy efficiency and renewable energy services for District residents and businesses. The DCSEU operates under a performance-based contract with DOEE, with input and recommendations from the SEU Advisory Board, and oversight from the Council of the District of Columbia.

This act was amended by the Clean Energy Act of 2018 (CEA 2018), the most ambitious renewable electricity standard in the nation. The CEA 2018 revised the District's Renewable Energy Portfolio Standard to mandate 100% of the District's energy supply comes from renewable energy sources by 2032. Furthermore, with the recognition that 75% of the District's greenhouse gas emissions the CEA 2018 targeted this section. As discussed above, the University is working to develop BEPS, which will chart minimum energy performances for buildings.

Revised Section 8.4: Architectural Expression Strategies

As UDC's Van Ness Campus continues to grow, opportunities exist to develop a more positive architectural expression utilizing contemporary design vocabulary, construction technologies, and material expressions.

Building Appearance. Conceived as a cohesive assembly of buildings unified by floor levels, access ways, materials, and heights, the existing architectural style does provide a cohesive stylistic framework. The University proposes that as university buildings undergo periodic maintenance and renovations in the future, the designs incorporate a palette of contemporary building materials like glass and metal that compliment and freshen the underlying building vocabulary. While the buildings maintain a neutral concrete framework, techniques should be considered to visually distinguish the campus buildings which can improve the way populations navigate and experience the campus. Strategies would include enhancing the facades of existing buildings with the use of decorative metal panels backlit with University colors. These would be unique to each building but cohesive throughout the entire campus. Also, planting of green walls will not only serve as a sustainability element but they will also visually enhance facades improving the campus experience. See **Exhibit 8.3**. For any new building construction, it is proposed that new designs reference and mix the campus palette concrete, glass, and metal with contemporary elements to achieve a visually pleasing impact on the viewers.

Urban/Landscape Design – Streets. In UDC's urban setting, public streets perform important functions for both the campus and the surrounding areas. An extensive network of heavily trafficked city streets passes through and borders the Van Ness Campus. While these streets and

their public spaces fall under DDOT's purview, there are three focus areas that this Plan provides proposals for. These are the Veazey Terrace, Windom Place, and Van Ness Street entrances to the campus.

These three areas comprise primary pedestrian entryways to the campus while differentiating the campus district from the city at large. To function properly, these areas must include traffic signals that can be seen easily by drivers while also providing a comfortable, protected pedestrian environment.

Urban Design/Landscape – Veazey Terrace NW. Currently, the campus service areas at Veazey Terrace NW and Windom Place NW are very visible and appear as campus entrances along Connecticut Avenue NW. The University proposes more effective identification, enhanced screening and potential reconfiguration of service areas, including the closing of Connecticut Avenue NW service routes, as described in the Transportation Element. As shown in **Exhibits 8.4a and 8.4b**, these improvements on the Van Ness Campus will provide for a better pedestrian experience, including the creation of usable green space and additional sidewalk connections, and present a clear entry point or “front door” to the University for those entering on foot. A defined pedestrian sidewalk would be created along Windom Place, which turns and runs alongside the rear of the building located at 4250 Connecticut NW, and adjacent to the WMATA Kiss and Ride access. This pedestrian sidewalk would then connect to the sidewalk that extends from Veazey Terrace.

The proposed Veazey Terrace to Connecticut Avenue closure unites the campus front along Connecticut Avenue and introduces a direct link from the Metro station to the campus core - Dennard Plaza Green. They establish a rich and diverse sequence of events, for students/faculties or casual visitors. They provide an image and identity of the overall campus as well as reflect the unique character of the campus parts, such as the new Windom Plaza entrance to the theater district.

Urban Design/Landscape – Connecticut Avenue NW and Van Ness Street NW. The Van Ness area on Connecticut Avenue NW serves as an important shopping district, however it suffers from a harsh street environment and excessive amount of undifferentiated hardscape. An approximately 420 foot-long segment of the Van Ness Campus abuts Connecticut Avenue NW to the east. UDC will consider ways to enhance the street character along this portion of Connecticut Avenue NW in a unified manner that coordinates future campus improvements with proposed improvements to the public space to the north and south. See **Exhibit 8.4c**.

Walkways. Walking is the most important mode of experience on the campus, especially for the campus with drastic grade changes. Walkways should provide the richest satisfaction and should be ardent and safe. Buildings along the walkways should be responsive to the basic ordering of the walks' landscape elements, such as their material, color, planting and facade treatment.

There is a diagonal direction of walking experience traversing the campus from the south east corner of Dennard Plaza to the north west Physical Ed building. This directional movement is the basic continuous pedestrian spine of the campus. It passes through and links almost every kind of campus landscape – from entrances, building edges, to the protected interior spaces. This directional spine comprises the richest and most diverse sequence of events on campus.

Urban Design/Landscape – Dennard Plaza Green. See **Exhibit 6.3.** This area is the heart of the campus. It is a central experience for almost all users of the campus. It is important that this space, in addition to meeting the functional requirements of circulation and catering to a variety of organized and casual activities, fulfill its role as a prime image of the University. While attention to the core is required, its edges must also be treated in spatial experience.

Dennard Plaza is largely paved with peripheral planting beds around it with ornamental trees that forms an edge. It serves as plaza boundary and separates the plaza with the building zone.

In addition to being a confluence of pedestrian circulation, Dennard plaza accommodates a variety of activities at several scales, ranging from rallies/events at a large scale, to holding outdoor classes, parties, small concerts at an intermediate scale, to at the smallest scale, providing opportunities for simply sitting, reading, conversing, socializing, or reflection. Additional landscape elements such as large movable planters will be placed to soften the hardscape and provide more user-friendly spatial relationship.

The planters are of the size that can accommodate small trees and can be selected to offer variation of shape, color, and interest to the hard-paved plaza. They also can provide seating either by integrated seats or broad rims.

Urban Design/Landscape – Amphitheater Area. The remnant of this wooded hillside is the greenest part of the present-day campus landscape, but are also most vulnerable. The stand of mature trees is in poor conditions or diseased. Erosion along the embankment is apparent. The amphitheater is in need of updating and repair. However, due to its adjacency to the performing arts programs of the University, with adequate enhancement, it can be the 2nd core of the campus.

It is a unique exception to the whole institutional campus landscape. The area holds a wealth of possibilities. It is where one can get away from the academics and activities to become immersed in its green surroundings. It is also a major outdoor performing venue with welcoming shade in good weather. A very careful, thorough analysis and exploration of its potential rehabilitation should be undertaken by a special group specifically constituted to address this landscape.

Campus Signage and Wayfinding. The University proposes the design and implementation of a signage plan with effective graphic quality to improve wayfinding on the Van Ness Campus and its peripheries. Besides making it easy for members of the community to find their way around the Van Ness Campus, this is also encouraged to impart a strong identity to the Van Ness Campus as a flagship entity, and the adjoining commercial district. The standardized wayfinding package can include street signage, exterior building signage, directional signs, pathway markings, campus map kiosks. The University proposes clarifying and naming pathways making circulation intuitive through the use of paving material, colors and signage. See **Exhibit 8.5a Campus Wayfinding** and **Exhibit 8.5b Campus Wayfinding Signage.**

Placemaking and Public Art. The University proposes the design of public art installations in planned improvements to existing and proposed outdoor spaces intended for outdoor study, informal gathering places, and meditation. Focusing on the utilization of local and University artists to enhance the public domain in this area is a goal.

Student housing. The introduction of student housing on the Van Ness Campus will serve an identified student demographic, increase campus pride, and help reinforce the cultural identity of UDC on the Van Ness Campus.

Athletic branding. The University proposes to incorporate collegiate athletics into a branding package and signage plan. Placement of exterior banners, logos or emblems along athletic zones on campus and its perimeter can communicate school spirit, legacy and culture, encouraging community engagement through athletics.

Revised Section 9.5(a)

As a prerequisite to requesting a further processing for each college or university use, the applicant shall have submitted to the Zoning Commission for its approval a plan for developing the campus as a whole, showing the location, height, and bulk, where appropriate, of all present and proposed improvements including, but not limited to, the following: (Subtitle X § 101.8)

As shown in Exhibits 3.6 and 4.2b and discussed in Sections 3 and 4, the University has developed a plan for the Van Ness Campus, that, as a whole, shows the location, height and bulk of all present and proposed improvements. Proposed new buildings and building additions, when combined with the proposed improvements to open spaces, pedestrian pathways, and campus roadway circulation, will result in a more attractive, pedestrian-centered, and sustainable campus.

(a) Buildings and parking and loading facilities;

The proposed Campus Plan calls for new building development as set forth below:

- Residential/Campus Life/Athletic: 160,000 square feet of gross floor area

Attachment J.5

Wage Determination

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4281 Revision No.: 32 Date Of Last Revision: 12/23/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.35
01012 - Accounting Clerk II		23.96
01013 - Accounting Clerk III		26.80
01020 - Administrative Assistant		38.79
01035 - Court Reporter		28.71
01041 - Customer Service Representative I		17.17***
01042 - Customer Service Representative II		18.74
01043 - Customer Service Representative III		21.03
01051 - Data Entry Operator I		18.16
01052 - Data Entry Operator II		19.81
01060 - Dispatcher, Motor Vehicle		24.53
01070 - Document Preparation Clerk		19.93
01090 - Duplicating Machine Operator		19.93

01111 - General Clerk I	18.31
01112 - General Clerk II	19.98
01113 - General Clerk III	22.42
01120 - Housing Referral Assistant	26.61
01141 - Messenger Courier	21.58
01191 - Order Clerk I	18.41
01192 - Order Clerk II	20.09
01261 - Personnel Assistant (Employment) I	21.50
01262 - Personnel Assistant (Employment) II	24.05
01263 - Personnel Assistant (Employment) III	26.82
01270 - Production Control Clerk	26.81
01290 - Rental Clerk	20.61
01300 - Scheduler, Maintenance	21.33
01311 - Secretary I	21.33
01312 - Secretary II	23.86
01313 - Secretary III	26.61
01320 - Service Order Dispatcher	21.93
01410 - Supply Technician	38.79
01420 - Survey Worker	22.08
01460 - Switchboard Operator/Receptionist	18.14
01531 - Travel Clerk I	22.65
01532 - Travel Clerk II	24.70
01533 - Travel Clerk III	26.66
01611 - Word Processor I	18.97
01612 - Word Processor II	21.29
01613 - Word Processor III	23.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	27.46
05040 - Automotive Glass Installer	25.87
05070 - Automotive Worker	25.87
05110 - Mobile Equipment Servicer	22.24
05130 - Motor Equipment Metal Mechanic	28.91
05160 - Motor Equipment Metal Worker	25.87
05190 - Motor Vehicle Mechanic	28.91
05220 - Motor Vehicle Mechanic Helper	20.35
05250 - Motor Vehicle Upholstery Worker	24.14
05280 - Motor Vehicle Wrecker	25.87
05310 - Painter, Automotive	27.46
05340 - Radiator Repair Specialist	25.87
05370 - Tire Repairer	19.20
05400 - Transmission Repair Specialist	28.91
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.68***
07041 - Cook I	20.22
07042 - Cook II	23.51
07070 - Dishwasher	16.96***
07130 - Food Service Worker	17.01***
07210 - Meat Cutter	21.58
07260 - Waiter/Waitress	17.08***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.83
09040 - Furniture Handler	14.06***
09080 - Furniture Refinisher	22.55
09090 - Furniture Refinisher Helper	16.71***
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.85***
11060 - Elevator Operator	17.46***
11090 - Gardener	24.79
11122 - Housekeeping Aide	17.74***
11150 - Janitor	17.74***
11210 - Laborer, Grounds Maintenance	18.88
11240 - Maid or Houseman	16.96***

11260 - Pruner	18.02
11270 - Tractor Operator	22.69
11330 - Trail Maintenance Worker	18.88
11360 - Window Cleaner	18.59
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	28.19
12012 - Certified Occupational Therapist Assistant	38.30
12015 - Certified Physical Therapist Assistant	36.32
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	51.13
12030 - EKG Technician	41.73
12035 - Electroneurodiagnostic Technologist	41.73
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	25.20
12072 - Licensed Practical Nurse II	28.19
12073 - Licensed Practical Nurse III	31.44
12100 - Medical Assistant	22.39
12130 - Medical Laboratory Technician	31.94
12160 - Medical Record Clerk	25.58
12190 - Medical Record Technician	28.61
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	46.61
12221 - Nursing Assistant I	14.54***
12222 - Nursing Assistant II	16.35***
12223 - Nursing Assistant III	17.84
12224 - Nursing Assistant IV	20.04
12235 - Optical Dispenser	26.69
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	21.46
12280 - Phlebotomist	22.95
12305 - Radiologic Technologist	40.40
12311 - Registered Nurse I	31.84
12312 - Registered Nurse II	38.95
12313 - Registered Nurse II, Specialist	38.95
12314 - Registered Nurse III	47.12
12315 - Registered Nurse III, Anesthetist	47.12
12316 - Registered Nurse IV	56.48
12317 - Scheduler (Drug and Alcohol Testing)	34.93
12320 - Substance Abuse Treatment Counselor	29.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	24.49
13042 - Illustrator II	30.33
13043 - Illustrator III	37.10
13047 - Librarian	42.46
13050 - Library Aide/Clerk	19.29
13054 - Library Information Technology Systems Administrator	38.33
13058 - Library Technician	24.01
13061 - Media Specialist I	27.67
13062 - Media Specialist II	30.94
13063 - Media Specialist III	34.50
13071 - Photographer I	22.33
13072 - Photographer II	25.16
13073 - Photographer III	31.50
13074 - Photographer IV	38.14
13075 - Photographer V	45.78
13090 - Technical Order Library Clerk	24.23
13110 - Video Teleconference Technician	30.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	27.25
14042 - Computer Operator II	30.48

14043 - Computer Operator III	33.99
14044 - Computer Operator IV	37.76
14045 - Computer Operator V	41.82
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	27.25
14160 - Personal Computer Support Technician	37.76
14170 - System Support Specialist	41.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	40.86
15020 - Aircrew Training Devices Instructor (Rated)	49.42
15030 - Air Crew Training Devices Instructor (Pilot)	59.24
15050 - Computer Based Training Specialist / Instructor	40.86
15060 - Educational Technologist	46.24
15070 - Flight Instructor (Pilot)	59.24
15080 - Graphic Artist	38.51
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	59.24
15086 - Maintenance Test Pilot, Rotary Wing	59.24
15088 - Non-Maintenance Test/Co-Pilot	59.24
15090 - Technical Instructor	32.56
15095 - Technical Instructor/Course Developer	39.83
15110 - Test Proctor	26.28
15120 - Tutor	26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	19.59
16030 - Counter Attendant	19.59
16040 - Dry Cleaner	22.40
16070 - Finisher, Flatwork, Machine	19.59
16090 - Presser, Hand	19.59
16110 - Presser, Machine, Drycleaning	19.59
16130 - Presser, Machine, Shirts	19.59
16160 - Presser, Machine, Wearing Apparel, Laundry	19.59
16190 - Sewing Machine Operator	23.34
16220 - Tailor	24.28
16250 - Washer, Machine	20.53
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.46
19040 - Tool And Die Maker	38.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.78
21030 - Material Coordinator	26.81
21040 - Material Expediter	26.81
21050 - Material Handling Laborer	18.44
21071 - Order Filler	17.70***
21080 - Production Line Worker (Food Processing)	23.78
21110 - Shipping Packer	19.99
21130 - Shipping/Receiving Clerk	19.99
21140 - Store Worker I	18.66
21150 - Stock Clerk	22.41
21210 - Tools And Parts Attendant	23.78
21410 - Warehouse Specialist	23.78
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	45.12
23019 - Aircraft Logs and Records Technician	35.77
23021 - Aircraft Mechanic I	42.85
23022 - Aircraft Mechanic II	45.12
23023 - Aircraft Mechanic III	47.32
23040 - Aircraft Mechanic Helper	30.16
23050 - Aircraft, Painter	40.69
23060 - Aircraft Servicer	35.77

23070 - Aircraft Survival Flight Equipment Technician	40.69
23080 - Aircraft Worker	38.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	38.32
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	42.85
23110 - Appliance Mechanic	25.28
23120 - Bicycle Repairer	19.30
23125 - Cable Splicer	40.48
23130 - Carpenter, Maintenance	28.16
23140 - Carpet Layer	22.54
23160 - Electrician, Maintenance	33.41
23181 - Electronics Technician Maintenance I	35.18
23182 - Electronics Technician Maintenance II	37.35
23183 - Electronics Technician Maintenance III	39.32
23260 - Fabric Worker	27.66
23290 - Fire Alarm System Mechanic	29.84
23310 - Fire Extinguisher Repairer	25.49
23311 - Fuel Distribution System Mechanic	37.07
23312 - Fuel Distribution System Operator	28.53
23370 - General Maintenance Worker	24.26
23380 - Ground Support Equipment Mechanic	42.85
23381 - Ground Support Equipment Servicer	35.77
23382 - Ground Support Equipment Worker	38.32
23391 - Gunsmith I	25.49
23392 - Gunsmith II	29.64
23393 - Gunsmith III	33.13
23410 - Heating, Ventilation And Air-Conditioning Mechanic	31.79
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	33.49
23430 - Heavy Equipment Mechanic	30.95
23440 - Heavy Equipment Operator	28.45
23460 - Instrument Mechanic	35.15
23465 - Laboratory/Shelter Mechanic	31.46
23470 - Laborer	18.44
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	31.20
23550 - Machinist, Maintenance	31.20
23580 - Maintenance Trades Helper	18.43
23591 - Metrology Technician I	35.15
23592 - Metrology Technician II	37.03
23593 - Metrology Technician III	38.83
23640 - Millwright	29.89
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	23.35
23790 - Pipefitter, Maintenance	33.08
23810 - Plumber, Maintenance	31.42
23820 - Pneudraulic Systems Mechanic	33.13
23850 - Rigger	34.16
23870 - Scale Mechanic	29.64
23890 - Sheet-Metal Worker, Maintenance	30.59
23910 - Small Engine Mechanic	23.01
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	43.07
23960 - Welder, Combination, Maintenance	28.60
23965 - Well Driller	29.56
23970 - Woodcraft Worker	33.13
23980 - Woodworker	25.49
24000 - Personal Needs Occupations	
24550 - Case Manager	21.35
24570 - Child Care Attendant	17.20***
24580 - Child Care Center Clerk	21.46
24610 - Chore Aide	16.90***

24620 - Family Readiness And Support Services Coordinator	21.35
24630 - Homemaker	21.35
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	40.12
25040 - Sewage Plant Operator	29.55
25070 - Stationary Engineer	40.12
25190 - Ventilation Equipment Tender	28.25
25210 - Water Treatment Plant Operator	29.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.39
27007 - Baggage Inspector	19.39
27008 - Corrections Officer	31.85
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	21.69
27040 - Detention Officer	31.85
27070 - Firefighter	31.96
27101 - Guard I	19.39
27102 - Guard II	21.69
27131 - Police Officer I	33.39
27132 - Police Officer II	37.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	20.27
28042 - Carnival Equipment Repairer	22.16
28043 - Carnival Worker	15.65***
28210 - Gate Attendant/Gate Tender	21.04
28310 - Lifeguard	15.38***
28350 - Park Attendant (Aide)	23.53
28510 - Recreation Aide/Health Facility Attendant	17.18***
28515 - Recreation Specialist	29.16
28630 - Sports Official	18.75
28690 - Swimming Pool Operator	25.76
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.06
29020 - Hatch Tender	35.06
29030 - Line Handler	35.06
29041 - Stevedore I	32.73
29042 - Stevedore II	37.23
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	51.58
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	35.56
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	39.17
30021 - Archeological Technician I	22.95
30022 - Archeological Technician II	25.67
30023 - Archeological Technician III	31.79
30030 - Cartographic Technician	31.79
30040 - Civil Engineering Technician	37.80
30051 - Cryogenic Technician I	35.21
30052 - Cryogenic Technician II	38.90
30061 - Drafter/CAD Operator I	22.95
30062 - Drafter/CAD Operator II	25.67
30063 - Drafter/CAD Operator III	28.61
30064 - Drafter/CAD Operator IV	35.21
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	31.79
30095 - Evidence Control Specialist	31.79
30210 - Laboratory Technician	28.21
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	38.51

30361 - Paralegal/Legal Assistant I	25.58
30362 - Paralegal/Legal Assistant II	31.69
30363 - Paralegal/Legal Assistant III	38.77
30364 - Paralegal/Legal Assistant IV	46.90
30375 - Petroleum Supply Specialist	38.90
30390 - Photo-Optics Technician	31.79
30395 - Radiation Control Technician	38.90
30461 - Technical Writer I	31.47
30462 - Technical Writer II	38.50
30463 - Technical Writer III	46.57
30491 - Unexploded Ordnance (UXO) Technician I	32.78
30492 - Unexploded Ordnance (UXO) Technician II	39.66
30493 - Unexploded Ordnance (UXO) Technician III	47.53
30494 - Unexploded (UXO) Safety Escort	32.78
30495 - Unexploded (UXO) Sweep Personnel	32.78
30501 - Weather Forecaster I	35.21
30502 - Weather Forecaster II	42.82
30620 - Weather Observer, Combined Upper Air Or (see 2)	28.61
Surface Programs	
30621 - Weather Observer, Senior (see 2)	31.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	39.66
31020 - Bus Aide	18.33
31030 - Bus Driver	26.31
31043 - Driver Courier	20.84
31260 - Parking and Lot Attendant	16.85***
31290 - Shuttle Bus Driver	19.93
31310 - Taxi Driver	17.71***
31361 - Truckdriver, Light	22.77
31362 - Truckdriver, Medium	24.71
31363 - Truckdriver, Heavy	27.88
31364 - Truckdriver, Tractor-Trailer	27.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.33
99030 - Cashier	15.83***
99050 - Desk Clerk	16.90***
99095 - Embalmer	34.10
99130 - Flight Follower	32.78
99251 - Laboratory Animal Caretaker I	18.47
99252 - Laboratory Animal Caretaker II	20.18
99260 - Marketing Analyst	38.33
99310 - Mortician	34.10
99410 - Pest Controller	21.91
99510 - Photofinishing Worker	22.57
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.95
99810 - Sales Clerk	16.89***
99820 - School Crossing Guard	18.75
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.03***
99841 - Vending Machine Repairer	21.64
99842 - Vending Machine Repairer Helper	17.03***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Attachment J.6

Sheet Living Wage Notice

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2025, until June 30, 2025, the living wage rate is \$17.50 per hour.

Effective July 1, 2025, the District's Minimum Wage and Living Wage will increase to \$18.00 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

Attachment J.7

Living Wage Fact Sheet

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of \$100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2025 until June 30, 2025, the Living Wage rate is \$17.50 per hour.

Effective July 1, 2025, the District's Minimum Wage and Living Wage rates will increase to \$18.00 per hour.

Subcontractors of D.C. government contractors, who receive \$15,000 or more from the contract, and subcontractors of the recipients of government assistance, who receive \$50,000 or more from the assistance, are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

Attachment J.8

Tax Certification Affidavit

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

Authorized Agent

Name of Organization/Entity

Business Address (include zip code)

Business Phone Number

Authorized Agent

Principal Officer Name and Title

Square and Lot Information

Federal Identification Number

Contract Number

Unemployment Insurance Account No.

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

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

Signature of Authorizing Agent

Title

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

Attachment J.9

SBE Subcontracting Plan



SBE Subcontracting Plan FAQs & Checklist

This Checklist and FAQs are being provided to assist you in completing the SBE Subcontracting Plan. You must submit the Subcontracting Plan for all construction and non-construction contracts for government-assisted projects and for any application for a Class A Operator, Class B Operator, or Management Service Provider (MSP) license to be issued by the Office of Lottery & Gaming (OLG). You must adhere to all District laws regarding the requirements of Subcontracting Plans, the instructions on the SBE Subcontracting Plan (below), and any instructions provided by the procuring agency or OLG.

FREQUENTLY ASKED QUESTIONS

- **Who is required to complete an SBE Subcontracting Plan?**
 - All beneficiaries of construction or non-construction contracts for government-assisted projects in excess of \$250,000 must submit an SBE Subcontracting Plan unless the subcontracting requirement is otherwise fully waived by the Director of the Department of Small & Local Business Development. A partial waiver still requires an SBE Subcontracting Plan.
- **What is the duration for allocating at least 35% of the contract value to SBE?**
 - For an agency contract at least 35% of the dollar volume of the contract shall be subcontracted to a qualified SBE for each performance period for the life of the contract.
- **I am a CBE Prime Contractor doing 100% of the work under my contract, am I required to complete the SBE Subcontracting Plan?**
 - If a CBE Prime is selected as a beneficiary of a construction or non-construction contract and will perform 100% of the work, subcontracting is not required. If 100% of the work is performed by the CBE Prime, it shall attest to completing 100% of the work. However, if a CBE Prime subcontracts any portion of the work, 35% of the total amount subcontracted must be with an SBE. For example, if a CBE Prime receives a contract for \$1,000,000 and will perform only \$900,000 of the contract, 35% of the remaining \$100,000 (*i.e.*, \$35,000) must be subcontracted to qualified SBEs. The SBE Subcontracting Plan, based on this example, should be completed.
- **Will DSLBD credit 100% of a CBE's subcontract towards my subcontracting goal?**
 - DSLBD will only provide credit towards your subcontracting goal for work whereby a SBE provides a commercially useful function. For example, if a Prime contractor awards a \$100,000 contract to an SBE subcontractor to procure software licenses at \$95,000, and the remaining \$5,000 is paid to the SBE for obtaining those software licenses, only the \$5,000 will be credited towards the subcontracting goal. Any pass-thru costs or other work where the SBE is not providing a commercially useful function--with its own organization and resources--will not be credited.
- **Does my SBE Subcontracting Plan have to cover all options periods of the contract or solely the current performance period?**
 - The SBE Subcontracting Plan should only include information for the current period of performance. Thus, the SBE Subcontracting Plan should not represent anticipated option periods. A new subcontracting plan must be submitted and executed before the start of each period of performance.
- **The base period of my contract was awarded during the COVID-19 Public Health Emergency (*i.e.*, March 11, 2020, through November 5, 2021). What is my subcontracting requirement for my performance periods that fall outside of those dates?**
 - If the base period of your contract was awarded during the public health emergency, you are required to maintain a 50% subcontracting requirement for all options and extensions associated with that contract unless otherwise reduced or waived by the Director of DSLBD.
- **I do not believe I can meet the required 35% or 50% subcontracting requirement. What must I do to waive this requirement?**
 - If you believe you cannot achieve the required subcontracting requirements, you should communicate this concern to the contracting officer or other procuring staff before signing your contract. Only the Director of DSLBD can waive the subcontracting requirements, and DSLBD does not retroactively approve waivers. For instance, if a contract is executed before a final determination has been rendered by DSLBD's Director, you will be required to achieve the subcontracting requirement, or the contract may be voided, pursuant to District law.
 - The contracting officer is required to submit a waiver request to DSLBD for the contract **for each period of performance**. Beneficiaries are not permitted to submit a waiver request. DSLBD does



not approve waivers retroactively; therefore, contracting officers and beneficiaries should ensure that the waiver is approved prior to executing the contract. Otherwise, the contract is **voidable** pursuant to District law.

➤ **Can I utilize any CBE to meet my subcontracting requirements or does it have to be an SBE specifically?**

If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement, then the requirement may be satisfied by subcontracting a CBE; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private projects with a District subsidy)** over \$250,000, shall require at least 35% of the total dollar volume of the contract (i.e., the total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), and if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options, and extension, it can only be amended by the Director of the Department of Small & Local Business Development

SUBMISSION OF CBE PLAN:

- ◇ For **agency** solicitations – submit to the agency with bid/proposal.
- ◇ For **agency** options & extensions – submit to the agency before an option or extension is exercised.
- ◇ For **public-private projects** – submit to DSLBD, the agency project manager, and with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by an SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs AND CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

CERTIFICATION INFORMATION: Certification as a Local Business Enterprise (**LBE**) is a prerequisite to be certified in any additional business enterprise category within the CBE Program. The Small Business Enterprise (**SBE**) is a category of the Certification. However, not all CBEs have a Small Business Enterprise (SBE) category. If the subcontracting plan is with a CBE without the SBE category, the contract may not receive credit towards the subcontracting goal for work provided by the CBE if there were qualified SBEs that could have been utilized to completely fulfill the subcontracting requirement.

The certification number must include the **Local Business Enterprise (LBE)** and **Small Business Enterprise (SBE) categories**. i.e., Certification Number: **LSXXXXXXXXX2026**.

SUBCONTRACTING CREDIT PURSUANT D.C. LAW 24-39:

Pursuant to the Coronavirus Support Temporary Amendment Act of 2021 and the Public Emergency Extension and Eviction and Utility Moratorium Phasing Emergency Amendment Act of 2021, contracts awarded during the Public Health Emergency shall receive credit as follows:

- (1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise and as a resident-owned business, the beneficiary shall receive a maximum credit for \$1.30 against the CBE minimum expenditure.

EXEMPTION: If the **Beneficiary (e.g., the Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with *its own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE Beneficiary is not required to subcontract to SBEs.



SECTION 1. BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Section 1A. BENEFICIARY INFORMATION		
Company: _____	Contact #: _____	Email address: _____
Street Address: _____	City/ State/ Zip Code: _____	
Company's point of contact for agency contract, private project, or Sports Wagering Licensee:		
Point of Contact: _____	Title: _____	
Contact #: _____	Email address: _____	
Street Address: _____		

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION	
Solicitation /Contract/ApplicantNo.: _____	Solicitation Due Date: _____
Agency: _____	Total Dollar Amount of Contract: _____
	Total Value of ALL CBE Subcontracts: _____ (Include all lower tiers)
Please select all the applicable subcontracting requirements for this solicitation: ☐ 35% Subcontracting Requirement ☐ 50% Subcontracting Requirement ☐ DSLBD approved an adjusted subcontracting requirement: ➤ Adjusted Subcontracting Requirement: _____%	
I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources. ☐ I AGREE ☐ I DISAGREE	

Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)
If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information: ☐ I am a CBE that WILL perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am NOT required to submit an SBE Subcontracting Plan that demonstrates subcontracting. ☐ I am a CBE that WILL NOT perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs. Please include the percentage of the contract the CBE Prime will perform under the contract or project. ➤ The CBE Prime will self-perform _____% of the contract's total dollar volume of the contract or project. Please provide the current CBE Certification Number of the CBE Prime. ➤ CBE Certification No. _____



BENEFICIARY ATTESTATION

I declare, certify, verify, attest, and state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, I understand that a person convicted of perjury shall be fined not more than \$5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement that I provide or assert may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. Further, a Prime Contractor, Developer, CBE, Certified Joint Venture, or Sports Wagering Licensee that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2005, as amended, (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

PRINT NAME: _____

SIGNATURE: _____

JOB TITLE: _____

DATE: _____

Section 2. SBE/CBE SUBCONTRACTORS (FOR EACH TIER):

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
_____	_____	_____	_____	_____	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____			☐ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: Title: Telephone Number: Email Address:			☐ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: Title: Telephone Number: Email Address:			☐ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)

				function by the CBE	
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: Title: Telephone Number: Email Address:	☐ This CBE will perform the ENTIRE subcontract with its own organization and resources. ☐ This CBE will subcontract a portion of the subcontract and will perform % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		



AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of the project.</i> 35% of the Total Contract Amount: \$ _____ 35% of the Applicable Performance Period: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every tier) (✓ if applies) ☐ Base Period Contract – Option/Extension Period: _____ ☐ Multi-year Contract First Year (Period) of Contract: _____ Current Year (Period) of Contract: _____ ☐ Design-Build – Date of Guaranteed Contract: _____ ☐ Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of the services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ (include pre-construction and construction costs) 35% of the Total Development Project Budget: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every lower tier) ☐ Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.
☐ AGENCY CONTRACTING OFFICER'S AFFIRMATION OR ☐ AGENCY PROJECT MANAGER'S AFFIRMATION (✓ which applies) The below Agency Contracting Officer or Agency Project Manager affirms the following (✓ to affirm): ☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification. ☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing: ☐ FOR AGENCY CONTRACT the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency. _____ Name of Agency Contracting Officer or Agency Project Manager _____ Title of Agency Contracting Officer or Agency Project Manager _____ Signature _____ Date	

Attachment J.10

Equal Employment Opportunity Policy Statement

BUSINESS LETTERHEAD HERE

**NOTICE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
REQUIREMENTS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Requirements in Contracts," effective June 10, 1985 ("Mayor's Order 85-85"); the rules implementing Mayor's Order 85-85, 4 DCMR § 1100 et seq.; and the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401 et seq. ("D.C. Human Rights Act") are hereby included as part of this bid/proposal. Therefore, each bidder/offeree shall indicate below their written commitment to comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. Failure to comply with these provisions shall result in rejection of the respective bid/proposal.

I, _____, the authorized representative of _____
(Name of Contractor/Business), hereinafter referred to as "the Contractor" certify that the Contractor is fully aware of all of all of the provisions of Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. I further certify that the Contractor shall fully comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act for the trades, crafts, and skills to be used during the term of the performance of the contract whether or not the work is subcontracted if the Contractor is awarded the D.C. Government Contract referenced by the contract number, solicitation number, and/or bid number entered below. Further, I certify that the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor's compliance with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act.

Name of Authorized Official and Title

Date

Signature of Authorized Official

Name of Contractor/Business

Contract/Solicitation/Bid Number

BUSINESS LETTERHEAD HERE

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY COMMITMENT

_____ (Name of Contractor/Business) shall not discriminate against any employee or applicant for employment because of age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking.

_____ (Name of Contractor/Business) agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking. The affirmative action shall include, but not be limited to, the following: (1) employment, upgrading, or transfer; (2) recruitment or recruitment advertising; (3) demotion, layoff, or termination; (4) rates of pay, or other forms of compensation; and (5) selection for training and apprenticeship.

_____ (Name of Contractor/Business) agrees to post in conspicuous places, available to employees and applicants for employment, the above provisions concerning non-discrimination and equal employment opportunity.

_____ (Name of Contractor/Business) shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the above provisions concerning non-discrimination and equal employment opportunity.

_____ (Name of Contractor/Business) agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice that it will comply with the above provisions concerning non-discrimination and equal employment opportunity and the contractor's commitments represented herein, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

_____ (Name of Contractor/Business) agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director of the Office of Human Rights and the Contracting Agency for purposes of investigation to ascertain compliance with the above provisions concerning non-discrimination and equal employment opportunity, and to require under terms of any subcontractor agreement each subcontractor to permit access of the subcontractors, books, records, and accounts for such purposes.

_____ (Name of Contractor/Business) agrees to comply with all guidelines concerning non-discrimination and equal employment opportunity applicable in the District of Columbia.

_____ (Name of Contractor/Business) shall include in every subcontract the above provisions concerning non-discrimination and equal employment opportunity, so that these provisions shall be binding upon each subcontractor or vendor.

_____ (Name of Contractor/Business) shall take action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

Name of Authorized Official and Title

Date

Signature of Authorized Official

Name of Contractor/Business

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement to comply with Section D of this report ONLY. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) ☐ Single-establishment Employer Report	Multi-establishment Employer (2) ☐ Consolidated Report (3) ☐ Headquarters Report (4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) ☐ Special Report
2. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION OFFICIAL (To be answered by all employers)	
OFFICIAL USE ONLY	
1. Name of Company which owns or controls the establishment for which this report is filed	
Address (Number and street)	City or Town Country State Zip Code
b. Employer Identification No.	a.
2. Establishment for which this report is filed.	
OFFICIAL USE ONLY	
a. Name of establishment	
Address (Number and street)	City or Town Country State Zip Code
b. Employer Identification No.	c.
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	b. Employer Identification No.
Address (Number and street)	City or Town Country State Zip Code
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year? ☐ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis	
2. Is the major business activity at this establishment the same as that reported last year? ☐ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis	
OFFICIAL USE ONLY	
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)	
e.	
4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). ☐ YES ☐ NO	

SECTION D – EMPLOYMENT DATA												
Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. <i>In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups</i>												
JOB CATEGORIES		TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
					MALE				FEMALE			
		Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												
(The trainee below should also be included in the figures for the appropriate occupation categories above)												
Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											
1. How was information as to race or ethnic group in Section D obtained? a. ☐ Visual Survey c. ☐ Other Specify _____ b. ☐ Employment Record _____						2. Dates of payroll period used: _____ 3. Pay period of last report submitted for this establishment: _____						
Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.												
Section F - CERTIFICATION												
Check one ☐ (1) All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) ☐ (2) This report is accurate and was prepared in accordance with the instructions.												
Name of Authorized Official				Title		Signature			Date			
Name of person contact regarding this report						Address (Number and Street)						
Title				City and State		Zip Code		Telephone Number		Extension		

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE

Attachment J.11

First Source Agreement (Non-Construction)



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT 2
FOR NON CONSTRUCTION CONTRACTS ONLY**



GOVERNMENT-ASSISTED CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____
DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER: _____ Email: _____
TOTAL CONTRACT AMOUNT: _____
EMPLOYER CONTRACT AMOUNT: _____
CONTRACT NAME: _____
CONTRACT ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
CONTRACT START DATE: _____ CONTRACT END DATE: _____
EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE: _____
☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND
TRANSFER ☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT
FINANCING ☐ ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE#

BASE YEAR ☐ OPTION YEAR: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ (**SELECT CONTRACT YEAR**)

DESCRIPTION OF WORK: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
CONTACT PERSON: _____
TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: _____
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME
CONTRACTOR: _____
NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES ☐ No ☐

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431 is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

EMPLOYER began work on the Contract, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Contract, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Contract completion.

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Contract for which the beneficiary is required to use the First Source Register.
 - 2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
 - 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government-assisted Project or Contract totaling \$300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted Project or Contract (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at \$300,00 or more, from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for six (6) months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.
- N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.
- O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of new positions that will be created as a result of

the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;

2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;
3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;
4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;
5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;
10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;
11. A strategy to ensure that DC residents who work on the Contract or Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Contract or Project to the next;
12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and
13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act,

where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

- P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- Q. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.
- R. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. Agreement will take affect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the contract and until such as construction is complete and a certificate of occupancy is issued.
- E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- H. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Contract a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the

EMPLOYER will promptly provide them to DOES.

- I. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- J. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- K. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.
- L. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The Employer shall complete a Revised Employment Plan that will include the information outlined in Section I.O.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.B.
- E. The EMPLOYER shall submit to DOES, prior to commencing work on the Contract, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Contract. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.B.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with Contracts receiving government assistance valued at \$300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other

documents required by DOES for reporting and monitoring.

- C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
1. Number of new job openings created/available;
 2. Number of new job openings listed with DOES, or any other District Agency;
 3. Number of DC residents hired for new jobs;
 4. Number of employees transferred to the Contract;
 5. Number of DC residents transferred to the Contract;
 6. Direct or indirect labor cost associated with the Contract;
 7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
 8. Number of apprenticeship hours worked;
 9. Number of apprenticeship hours worked by DC residents; and
 10. Workforce statistics throughout the entire Contract tenure.
- D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or
 2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:
1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or
 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.
 5. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the Employer for the positions created as a result of the Project;
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Contract sites, employees, and documents.

- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Contracts as authorized by law. DOES will:
 - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.
 - 3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall Contract, Employer, contractor, and subcontractors' hiring.
 - 8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.
- B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.
- C. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:

EMPLOYER Senior Official (Print)

Date

EMPLOYER Senior Official (Signature)

Name of Company

Address

Telephone

Email

Signature Department of Employment Service

Date

J.12

First Source Employment Plan



GOVERNMENT OF THE DISTRICT OF COLUMBIA

REVISED EMPLOYMENT PLAN

All Contracts between \$300,000 and \$5 million



I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____

TELEPHONE NUMBER: _____

TOTAL CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT NAME: _____

PROJECT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT DESCRIPTION OF WORK: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____

COMPANY NAME: _____

EMPLOYER ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____

TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

EMPLOYER DESCRIPTION OF WORK: _____

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES
REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

A. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					

February 15, 2018



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



B. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

This page to be completed by Employer

Employer Initials

C. EMPLOYMENT PROJECTIONS

February 15, 2018



- I. Provide a timetable outlining the 51% Hiring of District Resident over the life of the project or contract and an associated hiring schedule.
- II. Provide descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions.
- III. Provide a strategy to fill the 51% hiring of District residents requirement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers.

This page to be completed by Employer

Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



C. EMPLOYMENT PROJECTIONS (Continued)

- IV. This strategy should include a remediation strategy to ameliorate any problems associated with meeting these 51% Hiring of District Resident requirements, including any problems encountered with contractors and subcontractors.

- V. The designation of a senior official from the Employer who will be responsible for implementing the hiring and reporting requirements.

- VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

- VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

This page to be completed by Employer

Employer Initials
February 15, 2018



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS *(continued)*

- VIII.** Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.
- IX.** Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.
- X.** Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

This page to be completed by Employer

Employer Initials



CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

[illegible]

Employer Initials February 15, 2018

Attachment J.13

Cost/Price Disclosure Certification



COST / PRICE DISCLOSURE CERTIFICATION

RFP Number: _____ Closing Date: _____

Caption: _____ Total Proposed Amount: _____

The undersigned _____

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents all material facts which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted is accurate, complete, and current as of _____ (date of RFP closing or conclusion of negotiations as appropriate).

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 16, §1642, Chapter 24, §2405 and Chapter 33; and Section 25 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated July, 2010).

Signed: _____ Date: _____

Title: _____

Company: _____

Address: _____

DUNS #: _____

Phone: _____

Fax: _____