May 11, 2020

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, DC 20004

Reference: District of Columbia Department of General Services
Modification 8 to the Design-Build Agreement for District of Columbia General
Family Shelter Campus
Contract Number: DCAM-18-CS-0017
Contractor: Gilbane Building Company

Dear Chairman Mendelson:

Pursuant to D.C. Official Code § 1-204.51(b), the Department of General Services ("DGS" or the "Department") hereby submits to the Council of the District of Columbia for its review and approval the attached modification to the Department’s Design-Build Agreement for the District of Columbia General Family Shelter Campus (DCAM-18-CS-0017) (the “Contract”) with Gilbane Building Company (the “Contractor”).

The underlying Contract, which was previously approved by the Council as CA22-0415 and CA23-0135, authorized the Contractor to provide design-build services for the District of Columbia General Family Shelter Campus (“DC General”) located at 1900 Massachusetts Avenue, SE, Washington, DC (the “Project”). DC General consists of six main buildings, with a total square footage of approximately 704,000, and for the past seven years it has served as the District’s largest family shelter. The Project, which is part of the District’s fight against homelessness, includes the closure and deconstruction of DC General. The Project has been divided into two parts, each comprised of several phases: Part 1, which includes utility investigation, design services, permitting, and early abatement and deconstruction work; and Part 2, which includes further design services, deconstruction and construction services. The Contractor will be required to coordinate with the District of Columbia Historic Preservation Office and the DC Archaeologist, and implement the approved drawings for the Project. The Contractor must provide all labor, materials, supervision and other necessary services to substantially complete the Project by September 30, 2020. The Contract currently has a guaranteed maximum price (GMP) of $21,201,856.00. Proposed Contract Modification No. 8 provides for additional abatement of hazardous materials, in the amount of $5,000,000, and is required to progress the Project. The proposed modification exceeds $1,000,000: thus, Council approval is required for this contract action.
In addition to the proposed Modification No. 8, attached are: (i) a contract summary; (ii) a fiscal certification; (iii) a memorandum and certification of legal sufficiency; and (iv) a Clean Hands certification for the Contractor.

If you have any questions regarding this matter, please feel free to contact Keith A. Anderson, the Department’s Director, or George G. Lewis, the Department’s Chief of Contracts and Procurement, at (202) 727-2800.

Sincerely,

Muriel Bowser

Enclosures
Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

COUNCIL CONTRACT SUMMARY
(Standard and multiyear)

Modification No. 8 to the Design-Build Agreement for District of Columbia General Family Shelter Campus

(A) Contract Number: DCAM-18-CS-0017
Proposed Contractor: Gilbane Building Company
Increased Value per Modification No. 8: $5,000,000.00
Total Contract Amount (Revised GMP): $26,201,856.00
Unit and Method of Compensation: Progress payments on a monthly basis
Term of Contract: From date of approval to September 30, 2020, with a Substantial Completion Date of September 30, 2020.

Note: Council approval is requested on or before May 22, 2020 in order to timely complete the Project.

Type of Contract: Cost Plus Fixed Fee with a Guaranteed Maximum Price (“GMP”)
Source Selection Method: Competitive Request for Proposals

(B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:
The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:

The Department of General Services (the “Department”) previously engaged the Contractor to provide design-build services to include utility investigation, design, pre-construction, demolition and construction services for the District of Columbia General Family Shelter Campus (“DC General”) located at 1900 Massachusetts Avenue, SE, Washington, DC (the “Project”). The underlying Contract was previously approved by the Council as CA22-0415 on March 11, 2018. The Contract established a project budget (“Project Budget”) of $36,000,000.00, and released an Initial Not-To-Exceed (“NTE”) amount of $11,000,000.00 to progress the design to a set of design development documents in order to develop a guaranteed maximum price (“GMP”).

On July 2, 2018, the Department executed Modification No. 1, a zero dollar modification, which revised the scope of work by removing Phase Four services and adding Phase Five services. Phase Four services contemplated the removal of the existing outdated DC General campus steam plant and the construction of separate Multiple Packaged Prefabricated Hot Water Boiler Plant Systems. Phase Five services include providing necessary improvements on the DC General campus due to several interagency construction projects with DMPED, DDOT and DMPED’s private developer, including necessary repair and maintenance for access roads required to maintain WMATA bus service on campus, providing connected accessible pedestrian pathways serving campus wide tenants, new southeast campus parking lots including attendant/security and campus-wide master parking enforcement. On August 23, 2018, the Department executed Modification No. 2, another zero dollar modification, which incorporated a Project Labor Agreement with the Laborer’s International Union of America to meet certain goals for the hiring of Wards 6, 7 and 8 residents.

Modification No. 3, the GMP Amendment, was approved by the Council as CA23-0135 and increased the Contract’s value by $10,201,856.00, from $11,000,000.00 to $21,201,856.00, thereby establishing a final GMP. Additionally, Modification No. 3 extended: (i) the Project substantial completion date (“Substantial Completion Date”) to July 29, 2019; (ii) the Project final completion date (“Final Completion Date”) to August 30, 2019; and (iii) the Contract’s Administrative Term through December 31, 2019.

Project delays were experienced partially as a result of delayed availability of FY20 funds for the existing GMP contract. Further, additional previously-unknown asbestos containing materials (ACMs) were identified within the Core Building. As these ACMs must be fully abated prior to structural demolition, the overall project has been delayed until this additional abatement work could be funded and then completed.

Modification No. 4, a zero-dollar modification, extended: (i) the Project Substantial Completion Date to December 31, 2019; (ii) the Project Final Completion Date to February 13, 2020; and (iii) the Contract’s Administrative Term through April 15, 2020.
Modification No, 5, a zero-dollar modification, extended: (i) the Project Substantial Completion Date to February 28, 2020; (ii) the Project Final Completion Date to April 10, 2020; and (iii) the Contract’s Administrative Term through June 15, 2020.

Modification 6, a zero-dollar modification, extended: (i) the Project Substantial Completion Date to May 31, 2020; (ii) the Project Final Completion Date to July 10, 2020; and (iii) the Contract’s Administrative Term through September 15, 2020.

Modification 7, a zero-dollar modification, reallocated funding from existing trade groups schedule of values so that unforeseen additional hazardous material abatement could be provided.

Modification 8, if approved, will authorize the removal of additional hazardous abatement materials, extend the Substantial and Final Completion dates and establish an Administrative Term for the project. Modification No. 8 would also increase the Contract value by $5,000,000. Since over $1 million, Council approval is required for this contract action.

(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:

The underlying Contract was competitively bid and previously submitted to and approved by the Council as CA22-0415 on March 11, 2018.

(E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestors, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:

The award of the Contract was not protested.

(F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:

Gilbane was founded in 1873 and is one of the largest construction firms in the country with annual revenues over $4.4 billion. Its mid-Atlantic office is staffed with over 200 individuals, and it is consistently ranked among the top construction companies by Building Design & Construction. Over the last decade, Gilbane has completed several projects collectively valued at $14.6 Billion. These include a number of projects within Washington, DC similar or larger in size and scope to the current Project. The Department reviewed Gilbane’s staffing plan for the Project and found it sufficient. The Contractor has been determined responsible in accordance with 27 DCMR 4706.1.

(G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 et seq. (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of
the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:

Pursuant to D.C. Code §2-218.46(a)(1)(A), the Contractor is required to subcontract at least 35% of the dollar volume of the Contract to small business enterprises (SBE). The Contractor has submitted a subcontracting plan pursuant to D.C. Official Code §2-218.46 as follows:

Total Contract Amount:      $26,201,856.00  
Total Amount of All SBE/CBE Subcontracts:   $16,039,291.00  
Percentage of Total Contract Amount:   61%

(H) Performance standards and the expected outcome of the proposed contract:

The Contractor is required to provide all management, personnel, design services, hazardous material abatement, supervision, labor, materials, equipment and other services necessary to substantially complete the Project no later than September 30, 2020. Pursuant to the Contract, liquidated damages may be assessed against the Contractor in the amount of: $7,500 per day for each calendar day of delay beyond the Substantial Completion Date; and $5,500 per day for failure to submit deliverables. Additionally, the Department may withhold payments to the Contractor based on defects in any application for payment or performance on the Project. In general, the Contractor must perform the requirements contained in the Contract and meet or exceed the performance standards therein. The Contractor’s performance will be monitored by DGS staff and DGS’ designated Program Manager.

(I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:

N/A

(J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:

The Office of the Chief Financial Officer has certified that the proposed increase in the Contract’s GMP in the amount of $5,000,000.00 is within the Department’s appropriated budget authority for fiscal year 2019 in accordance with §§47-392.01 and 47-392.02. The relevant Fiscal Sufficiency certification accompanies this Council Package.

(K) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:

The proposed Contract Modification has been deemed legally sufficient by the Department’s Office of the General Counsel and the Contractor does not appear to have any current pending legal claims against the District.
A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

The Citywide Clean Hands database indicates that the Contractor is in compliance with the Government of the District of Columbia tax laws and regulations. The relevant Clean Hands certification accompanies this Council Package.

A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:

The Contractor has certified that it is current with its federal taxes.

The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code § 2-218.01 et seq.:

Gilbane is not a Local, Small, or Disadvantaged Business Enterprise certified by the District’s DSLBD.

Other aspects of the proposed contract that the Chief Procurement Officer considers significant:

N/A

A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:

The Contractor is not debarred from providing services to the Government of the District of Columbia or the Federal Government according to the Office of Contracts & Procurement’s Excluded Parties List and the Federal Government’s Excluded Parties List.

Any determination and findings issues relating to the contract’s formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):

N/A

Where the contract, and any amendments or modifications, if executed, will be made available online:
Contract award information is available on the Department’s website. Copies of contract documents will be made available upon request.

(S) Where the original solicitation, and any amendments or modifications, will be made available online:

The original solicitation and any amendments were posted on the Department’s website and can be accessed at [https://dgs.dc.gov/publication/dcam-18-cs-0017-design-build-services-district-columbia-general-family-shelter-campus](https://dgs.dc.gov/publication/dcam-18-cs-0017-design-build-services-district-columbia-general-family-shelter-campus).
CERTIFICATE OF CLEAN HANDS

GILBANE BUILDING COMPANY
7 JACKSON WALKWAY
PROVIDENCE, RI 02903-3623

EIN: *****5530

As reported in the Citywide Clean Hands system, the above referenced individual or entity has no outstanding liability with the District of Columbia. As of the date herein, you have complied with the following official DC code and therefore are issued this Certificate of Clean Hands.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS AND FEES
CHAPTER 28. GENERAL LICENSE LAW
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
§ 47-2862. Prohibition against issuance of license or permit.

Authorized By Marc Aronin
Chief, Collection Division

Date: Monday this 9th day of March 2020 05:50 PM

Tracking#: 1254933

This document is a certified, complete and true copy.
Memorandum

To: Keith A. Anderson  
   Director

From: Antoinette Hudson Beckham, MBA  
   Agency Fiscal Officer

Reference: Modification No. 8 to the Design-Build Services for the Design-Build Services for District of Columbia General Family Shelter Campus (DCAM-18-CS-0017)

Date: April 20, 2020

Subject: Fiscal Sufficiency Review

In my capacity as the Agency Fiscal Officer of the Department of General Services (the “Department”), I hereby verify that the Modification No. 8 to the Design-Build Services for District of Columbia General Family Shelter Campus (DCAM-18-CS-0017) with Gilbane Building Company in the amount of $5,000,000.00 is consistent with the Department’s current budget and that adequate funds are available in the budget for the expenditure. The funding of the $5,000,000.00 is hereby verified.

The underlying Contract was first approved by Council on March 11, 2018 for a total target guaranteed maximum price (“GMP”) amount of $11,000,000.00. Contract Modification No. 1 was executed on July 2, 2018 revising the scope of work and Contract Modification No. 2 was executed on August 23, 2018 which incorporated the Project Labor Agreement. Modification No. 3, executed on June 10, 2019, in the amount of $10,201,856.00 increased the final GMP amount from $11,000,000.00 to $21,201,856.00. No cost Modifications 4, 5, 6 and 7 were executed to extend the Substantial Completion, Final Completion and Administrative Term dates.

Modification No. 8 in the amount of $5,000,000.00 will increase the contract’s GMP from $21,201,856.00 to $26,201,856.00 to fund additional abatement of hazardous materials.

Antoinette Hudson Beckham, MBA
MEMORANDUM

TO: Ronan Gulstone  
Director, Office of Policy and Legislative Affairs

FROM: Xavier Beltran  
General Counsel

SUBJECT: Legal Sufficiency Certification  
Modification No. 8 to the Design-Build Agreement for District of Columbia General Family Shelter Campus

Contract No.: DCAM-18-CS-0017  
Contractor: Gilbane Building Company

DATE: April 24, 2020

This is to certify that this Office has reviewed the above-referenced Contract Modification No. 8 and has found it to be legally sufficient, subject to submission of: (i) any required materials and Council approval; (ii) Council’s approval of the same; and (iii) a Fiscal Certification issued by the Department of General Services’ Agency Fiscal Officer.

Please feel free to contact me at (202) 727-2800 with any questions.

____________________________
Xavier Beltran  
General Counsel
MODIFICATION OF CONTRACT

1. Contract Number: DCAM-18-CS-0017
2. Modification Number: Modification 01
3. Effective Date: See Block 16C
4. Requisition/Purchase Request No: RO976870-V4
5. Caption: Design-Build Services at District of Columbia General Campus

6. Issued by:
   Department of General Services
   Contracting and Procurement Division
   2000 14th Street, 6th Floor
   Washington, DC 20009

7. Administered By (if other than line 6):
   Department of General Services
   Capital Construction Division
   2000 14th Street, 6th Floor
   Washington, DC 20009

8. Name and Address of Contractor (No. Street, City, County, State and ZIP Code):
   Gilbane Building Company
   1100 N Glebe Road, Suite 1000
   Arlington, VA 22201
   Attn: John Seavy
   jseavy@gilbaneco.com

9. Amendment of Solicitation No:
   X

10. Canceled (See Item 11):
    X

11. Modification of Contract/Order No:
    X

12. Dated (See Item 13):
    January 12, 2018

13. This item applies only to modifications of contracts/orders, it modifies the contract/order no. as described in item 14.

   A. This change order is issued pursuant to: (Specify Authority)
   The changes set forth in item 14 are made in the contract/order no. as described in item 10A.

   B. The above numbered contract/order no. is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in item 14.

   C. The supplemental agreement is entered into pursuant to authority of:

   X

   D. Other (Specify type of modification and authority): Title 27 DCMR Sections 4728 and Contract DCAM-18-CS-0017

   Article 8 Changes in the Work

   E. Important: Contractor: ___ is, ___ is not. X is required to sign this document and return ___ copies to the issuing office

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

   Contract No. DCAM-18-CS-0017 to provide Design-Build services at District of Columbia General Campus is hereby modified as follows:

   1. The Design-Build's scope of work is being modified to remove Phase 4, and add Phase 5, as described in Attachment A

   2. The Design-Build's not to exceed amount remains unchanged

   3. The Design-Build's Substantial Completion Date and Administrative Terms remain unchanged

   4. Complete Settlement: This Change Order represents a full accord and satisfaction for the events giving rise to the change, and a full and final release of any related claims. By acceptance of this change order, the Contractor hereby releases any claim it may have by virtue of the events giving rise to this Change Order.

   5. All other terms and conditions remain unchanged

15A. Name and Title of Signer (Type or print):
   Franklin Austin - Contracting Officer
   629.18

15B. Name of Contractor:
   Gilbane Building Company

15C. Date Signed:
   January 12, 2018

16A. Name of Contracting Officer:
   Franklin Austin - Contracting Officer
   January 12, 2018

16B. District of Columbia

16C. Date Signed: 7/2/18
6. All other Terms and Conditions remain unchanged.

7. Contract Recap:

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter Contract</td>
<td>January 12, 2018</td>
<td>$950,000.00</td>
</tr>
<tr>
<td>Definitive Contract</td>
<td>March 23, 2018</td>
<td>$10,050,000.00</td>
</tr>
<tr>
<td>Change Order 1</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total Contract Amount  $11,000,000.00
ATTACHMENT A
REVISED SCOPE OF WORK
DESIGN-BUILD SERVICES AT DC GENERAL CAMPUS

Revised June 1, 2018

1.1. Project Overview

The Department is issuing this RFP to engage a Design-Builder District of Columbia General located at 1900 Massachusetts Ave SE, Washington, DC 20003. The Project includes, among other things design, preconstruction and construction services at the existing facility (Collectively the “Work”). DGS requires the Design-Build Contractor to hire an Architecture/Engineering team, as required per Scope of Work. In addition, DGS requires the contractor to retain the services of a certified Arborist for the project. The arborist is to recommend and document the condition of existing trees and to provide cost information required to address arborist recommendations. Coordination with District’s Historic Preservation office and Archeology is required.

During the Construction Phase, the contractor will implement the approved drawings, providing all labor, materials, supervision and other services as may be necessary to accomplish this task.

Part 1 Letter contract will consist of design services for Phase 0 and Phase 1 and raze permit and Part 2 will consist of remaining design services for Phase 1, complete Phase 2 services, complete Phase 3 services and complete Phase 4 services. Phase 5 services (Phase 4 omitted).

1.2. Project Background

As part of the District of Columbia’s plan to end homelessness, the Department of General Services will close and deconstruct DC General, a former hospital that currently serves as the District’s largest family shelter for the previous seven years. Each day, DC General houses approximately 250 families who are experiencing homelessness. DC General is comprised of 6 main buildings including site hardscaping. The Core Building is buildings 1 through 4, Building 29 and Building 9. Building 29 is located to the northwest of the Core building. Building 9 is located northeast of the Core Building. The total square footage of these building structures on the DC General campus is approximately 704,000.

- The Core 1 building of the former District of Columbia General Hospital consists of a one and three-story (plus a full basement mechanical area) concrete and steel-framed healthcare building. The Property is of construction type 1B and is contained upon an approximately
66 acre (2,874,960 square feet) site bounded by 19th Street Southeast (SE), Second Street (SE) and the RFK Stadium Access Road. The Property was constructed in 1964 and contains measured gross floor area of approximately 83,592 square feet including the mechanical basement. [occupied]

- The Core 2 building consists of a six-story (plus a partial basement mechanical area) concrete-framed former (and now largely vacant) healthcare building. The Property was constructed in circa 1939 and contains a measured gross floor area of approximately 117,440 square feet. [occupied]

- The Core 3 building consists of a seven-story (plus partial mechanical basement) concrete and steel-framed healthcare building. The Property was constructed in 1938 and contains a measured gross floor area of approximately 141,014 square feet. [occupied]

- The Core 4 building consists of a seven-story concrete and steel-framed largely vacant former healthcare building. The Property was constructed in 1927 and contains a combined measured gross floor area of approximately 85,812 square feet. [occupied]

- Building 29 consists of a three-story (ground, first and second floors) concrete and steel-framed healthcare building of construction type 1B. The Property is the former Ambulatory and Critical Care Center and is connected to the Core building that is comprised of Core Buildings 1 through 4. The property was constructed in 1992 and contains a measured gross floor area of 113,496 square feet. [unoccupied]

- Building 9 consists of a three-story (ground, first and second floors) concrete and steel-framed healthcare building of construction type 1B. The Property is formerly the OB/GYN clinic. The property was constructed in 1977 and contains a measured gross floor area of 136,604 square feet. [unoccupied]

DGS proposes the demolition process that includes a phased deconstruction of DC General Campus enhancing the opportunity to improve safety and security on the site. Contractor shall demolish all above-grade structures as Set out in the phasing Plans listed below and completely and safely remove all hazardous materials found within the demolition limits shown in the Drawings.

Several occupied buildings to the south and south east of the site will remain opening during the deconstruction process. Both vehicular and pedestrian access to the main entrance will be maintained on 19th street and rear entrance on Independence Ave. The proposed construction entrance on Independence Ave will be used for sole site access. This entrance is not presently used and will allow for a clear and safe delineation between the proposed deconstruction activities and day-to-day activities to remain at the DC General Campus.

1.3. Scope of Work
Phase Zero: Utility Investigation
During this phase, DC General will remain open and fully operational. Contractor shall perform the required investigation of all existing utilities on the campus of DC General and how each utility relates to the closure of the Core Buildings (1-4), Building 29, Building 9 and continuing utility services of remaining buildings especially DOC Building 20 and DOC Building 28. Contractor is required to submit final DC General Campus Utility Investigation Report to DGS for review and final approval.

Phase One: De-Construction Building 9
During this phase, DC General will remain open and fully operational. DGS will deconstruct portions of the campus currently not in use while working with the Department of Human Services in relocation of DG General families into Bridge Housing. The Department of General Services proposes to fence off the northeastern portion of DC general at Building 9. This will allow all construction activities to be concentrated away from the Core Building and maintain current public access to the southern portion of the site. This also allows a clear and safe division between construction activities and the public, minimizing disruption to current residents of DC General.

Phase Two: De-Construction Building 29
Also during this phase, DC General will remain open and fully operational. The Department of General Services proposes to fence off the northwest portion of DC general, Building 29 and half of Building 4. This will allow all construction activities to be concentrated on the northwest portion of the site and maintain current public access to the southern side of the site. This will maintain a clear and safe division between construction activities and the public, minimizing disruption to current residents of DC General.

Phase Three: De-Construction Core Building (1-4)
This final phase coincides with completion of the Short-Term Family Housing units at Ward 4, 7 and 8. This will allow all residents to leave DC general by October 2018 and construction activities to start end of October of 2018. DGS proposes to abate and demolish the Core Building a foot below the first floor level. The remaining basement portion of the building will be back filled with recycled crushed concrete from the Core Building and the site will be covered with 12” of top soil/sod. We will continue to investigate along with DEMPED final site conditions prepping for future development.

Phase Four: DOC Mechanical Upgrades – Removed
Phase Five: Campus Master Plan Improvements

This phase provides necessary improvements on the 67 acre DC General campus due to several interagency construction projects with DMPED, DDOT and DMPED's private developer. Additional improvement needed to maintain WMATA bus service on campus, provide connected accessible pedestrian pathways serving campus wide tenants, new southeast campus parking lots including attendant/security and campus wide master parking enforcement, and necessary repairs in all access roads/drive necessary to maintain WMATA service.

1.3.1. Basic Deconstruction Services

4. Site Cleanliness: During the contract and/or as directed by the Project Manager, as the installation is completed, Contractor shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

5. Site Security: Contractor shall secure the project work area by a minimum 6.0' chain link fence. Contractor shall ensure site is locked during non-work hours.

6. Protection of Existing Elements: Contractor shall protect all existing features, public utilities, and other existing structures during construction. Contractor shall protect existing trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. Contractor shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

7. Demolish all above-grade structures indicated per Phasing. All materials shall be removed in accordance with the following:
   a. Applicable District and Federal codes and regulations;
   b. Any demolished material, equipment and debris shall become property of the Contractor and shall immediately become the Contractor's responsibility. No sale of materials may be conducted on site.

2. Remove all hazardous materials including those described in the Hazardous Materials Report (Attachment B) and found within the demolition Limits. Disposal of hazardous materials shall be completed in accordance with the following:
   a. Applicable District and Federal codes and regulations;
   b. Contractor shall not differentiate between friable and non-friable materials. All materials shall be removed, handled, transported and disposed of as if they are friable; and
   c. Contractor shall thoroughly document the removal of hazardous materials and provide the DGS Project Manager at a minimum the following:
      i. Certification of proper disposal with a certified disposal firm;
      ii. A photograph of hazardous material for each type of hazardous material noted at each site; and
      iii. At least one (1) photograph showing proper removal shall be provided of the hazardous materials.

3. Fill in all voids left by the removal of items such as, but not limited to, structures, pipes and utilities with material matching the soils found on site. Any materials used to fill voids shall be approved in advance by the DGS Project Manager. The
Contractor shall ensure filled voids are compact and allow for stormwater runoff that is consistent with the surrounding area.

a. Remove existing structure 12” below existing grade.

b. Fill all voids with recycled onsite materials where possible, use existing crushed material per DC and Federal regulations.

c. Backfill with a minimum 12” of topsoil. Seed as required.

4. Contractor shall incorporate the soil and erosion control information described in the Drawings and Specifications in Attachment A to ensure the post-demolition site conditions A for details on and post-demolition site conditions.

5. Remove remaining debris at each project site prior to the commencement of work on the project sites. Contractor shall include an allowance of Twenty Five Thousand Dollars and Zero Cents ($25,000.00) for the removal and disposal of any debris that IS NOT considered to be a hazardous material. Contractor must provide back-up receipts for reimbursement of this removal and disposal cost. No mark-up on the debris removal costs is permitted.

6. Contractor shall have a superintendent and project manager. The superintendent must be on site at all times.

7. Contractor shall provide a daily progress report for each working day to DGS. The report shall summarize work completed that day and note any project site problems.

8. Contractor shall provide a dust management plan must be submitted and approved by DGS before any work may begin. Contractor shall submit photographs detailing implementation of the dust management.

9. DGS is not responsible for providing any amenities or facilities, including parking.

10. Contractor shall provide a traffic control plan to DGS, if such a plan is needed, to the start of any work.

11. The Contractor shall provide notification on the change in any key employee and subcontractors at least fourteen (14) days in advance.

12. Walk-Through Inspection: At the achievement of substantial completion, the Project Manager shall perform a walk-through inspection in the presence of the contractor. The contractor shall prepare a written report stating any deficiencies found during the walk-through, identify the responsible parties and ensure that all deficiencies are corrected prior to demobilization. Note that the contractor SHALL NOT demobilize or remove any temporary fencing until receiving written notice from the Project Manager to do so.

13. As-Built Drawings & Warranty Information: The contractor shall prepare one (1) full size, two (2) half-size and four (4) electronic copies of “as-built” plans of the work, including all modifications performed during the construction, and submit to the Project Manager within thirty (30) days after reaching substantial completion. The contractor shall also submit O&M’s and Warranty information on all newly installed products, materials and workmanship within thirty (30) days after reaching substantial completion. The contractor shall also submit four (4) hard copies and
four (4) electronic copies of each: O&M manuals and Warranty information to the DGS Project Manager.

1.3.2. Basic Design Services

1. The Architect-Engineer, as assigned, shall be responsible for all design phases to include the following milestones: Design Development, Permit Documents, Construction Documents, and Construction Administration.

2. Archeological Documentation: Contractor shall conduct a Phase I archeological survey of the site in accordance with District of Columbia State Historic Preservation Officer’s (DC SHPO) standards and guidelines for archeological survey current at the time of the investigation the standards of DC Historic Preservation Office, and present all findings in a report to DGS within thirty (30) days of NTP. Contractor must contract DC SHPO for guidelines.

3. Checking construction shop drawings is the responsibility of the Architect-Engineer assigned to Design-Build General Contractor

4. All change orders, which may develop, will be finalized (Scope of Work and dollar amount) before work is initiated, unless otherwise approved by the Contracting Officer.

5. The Architect-Engineer, as assigned, shall be responsible for acting as recorder for all meetings with the Government Agencies that he attends. Memorandum for the Record of such meetings shall be typewritten and submitted to DGS Project Management and uploaded to prolog within five (5) calendar days from the date of the meeting, for review and approval and for such distribution as may be required.

6. The Architect-Engineer, as assigned, shall be responsible for obtaining all building permits and clearances as may be required for the construction of the project. Compensation for performing the permit services shall be on reimbursable basis, therefore, the A/E shall provide a separate line item in Title I fee. Permits and clearances are required by Public Law and D.C. Regulations.

7. The available drawings of the existing site may or may not correctly indicate the existing conditions. The Architect-Engineer shall visit the site and be responsible for performing field checks of the existing site conditions in developing and completing requirements as proposed.

8. The DGS Project Management shall act as a coordinator between the A/E, DGS, and other entities. For clarification of any item or changes to the scope of work, and overall coordination of this project, the A/E and/or Design-Build General Contractor shall contact the DGS Project Manager.

The final Design Development (Phase 3) submittal is required by May 15, 2018 and Construction Documents submittal is required by June 11, 2018. The Project shall be Substantially Completed by June 15, 2019 (the “Substantial Completion Date”).
MODIFICATION OF CONTRACT

1. Contract Number
DCAM-18-CS-0017

2. Modification Number
Modification No. 2

3. Effective Date
See Block 16C

4. Requisition/Purchase Request No
N/A

5. Caption
Design Build Services, DC General

6. Issued By
Department of General Services
Contracting and Procurement Division
2001 14th Street, 8th Floor
Washington, DC 20009

7. Administered By (If other than line 6)
Department of General Services
Capital Construction Division
2001 14th Street, 8th Floor
Washington, DC 20009

8. Name and Address of Contractor (No. Street, city, country, state and Zip Code)
Gilbane Building Company
1100 N. Glebe Road, Suite 1000
Arlington, VA 22201
ATTN: John Seavey

9A. Amendment of Solicitation No

9B. Dated (See Item 11)

10A. Modification of Contract/Order No
DCAM-18-CS-0017

10B. Dated (See Item 13)
March 23, 2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning 1 copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If all amendment you desire to change is not extended, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

A. This change order is issued pursuant to: (Specify Authority)
The changes set forth in Item 14 are made in the contract/order no. in Item 10A

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14

C. This supplemental agreement is entered pursuant to authority of:

D. Other (Specify type of modification and authority) Contract No. DCAM-16-CS-0124 and Title 27 DCAM Section 4728

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Contract No. DCAM-18-CS-0017 to provide Design Build Services for DC General, is hereby modified as described below:

1. Project Labor Agreement. The Design-Build shall be required to enter into a Project Labor Agreement ("PLA") with the Laborers' International Union of North America ("LIUNA") that meets or exceeds the Department's goals of hiring residents with a preference for Wards 6, 7 and 8, utilizing the Department of Employment Services' ("DOES") First Source Employment Program for job placement and apprenticeship opportunities. Accordingly, the PLA shall require the Design-Build to utilize Ward 6, 7 and 8 residents to achieve 70% of the Project's skilled labor, 51% of the Project's skilled labor and 60% of the Project's apprenticeship hours, unless the Design-Build is able to demonstrate to the Department's reasonable satisfaction that such goals are not achievable. The PLA shall be applicable to all subcontractors working on the Project, with the exception of Phases Zero and One. The Design-Build agrees that the Department will have the opportunity to review the proposed PLA prior to its execution by the Design-Build and LIUNA.

2. Contract Sum. The Contract Sum remains unchanged. The Design-Build reserves the right to request equitable adjustment for the General Conditions and legal costs associated with the preparation, administration, and enforcement of the PLA.

3. Release. It is mutually agreed that in exchange for this Change Order and other consideration, the Design-Build hereby releases, waives, settles and holds the Department harmless from any and all actual or potential claims or demands for delays, disruptions, additional work, additional time, additional cost, contract extensions, compensations or liability under any theory, whether known or unknown, that the Design-Build may now have or in the future against the Department arising from or out of, as a consequences or result of, relating to or in any manner connected with this Change Order, the above-referenced Project, and the Contract work.

4. Substantial Completion. The Substantial Completion Date remains unchanged.

5. Administrative Term. The Contract's Administrative Term remains unchanged.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

15A. Name and Title of Signer (Type or print)
Emilio R. Vice President

15B. Name of Contractor
Gilbane Building Company

15C. Date Signed
7/19/18

16A. Name of Contracting Officer
Franklin Austin

16B. District of Columbia

16C. Date Signed
8/23/18
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Modification No.</th>
<th>Page of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>DCAM-17-CS-0017</td>
<td>Modification No. 1</td>
<td>2 of 2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Executed: 1/12/2018</th>
<th>$950,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter Contract</td>
<td>Executed: 03/23/2018</td>
<td>$11,000,000.00</td>
</tr>
<tr>
<td>Definitive Contract</td>
<td>Executed: 03/23/2018</td>
<td>$11,000,000.00</td>
</tr>
<tr>
<td>Modification No. 1</td>
<td>PLA requirements</td>
<td>$-</td>
</tr>
</tbody>
</table>

**Total Contract Amount** $11,000,000.00
## MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DCAM-14-CS-0017</td>
<td>Modification No. 3</td>
<td>See Block 16C</td>
<td>N/A</td>
<td>Design Build Services, DC General</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Issued By:</th>
<th>7. Administered By:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of General Services</td>
<td>Department of General Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracting and Procurement Division</td>
<td>Capital Construction Division</td>
<td>2000 14th Street, 8th Floor</td>
<td>Washington, DC 20000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)</th>
<th>9A. Amendment of Solicitation No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gilbane Building Company 1100 N. Glebe Road, Suite 1000 Arlington, VA 22201</td>
<td></td>
</tr>
<tr>
<td>ATTN: John Seavey</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9B. Dated (See Item 11)</th>
<th>10A. Modification of Contract/Oder No.</th>
<th>10B. Dated (See Item 13)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DCAM-18-CS-0017</td>
<td>March 23, 2018</td>
</tr>
</tbody>
</table>

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) By completing item 8 and 15, and returning 1 copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. Accounting and Appropriation Data (if Required)

- A. This change order is issued pursuant to: (Specify Authority) The changes set forth in item 14 are made in the contract/order no. in item 10A.
- B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14.
- C. This supplemental agreement is entered into pursuant to authority of:

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

X IMPORTANT: Contractor is not, is required to sign this document and return 1 copy to the issuing office.

### 14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

- Contract No. DCAM-18-CS-0017 Design Services for DC General is modified to establish the final Guaranteed Maximum Price in the amount of Twenty-One Million Two Hundred One Thousand Eight Hundred Fifty Six Dollars ($21,201,856.00) per the terms of Attachment A.

2. Contract Sum. The Contract Sum is increased by $10,201,856.00 from $11,000,000.00 to a new total of $21,201,856.00.

3. Release. It is mutually agreed that in exchange for this Modification and the other matters set forth above, and other consideration, the Design-Builder hereby releases, waives, and discharges the Contractor from any and all claims or demands for delays, disruptions, additional work, additional time, additional cost, contract extensions, compensations or liability under any theory, whether known or unknown, that the Design-Builder may have now or in the future against the Contractor arising out of, or resulting from, in any manner connected with this Modification, the above-referenced Project, and the Contract work.

### ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

<table>
<thead>
<tr>
<th>12A. Name and Title of Signer (Type or Print)</th>
<th>13A. Name of Contracting Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erick O. Lewis, Vice President</td>
<td>George G. Lewis, Chief Contracting Officer, CPPC</td>
</tr>
</tbody>
</table>

| 12B. Name of Contractor | 13B. Date Signed 13C. Date Signed 13D. Date Signed |
|------------------------|----------|----------|----------|
| Erick O. Lewis          | 5/15/19  |          | 6/10/19  |

[Signature of Contractor]
ATTACHMENT A
TO MODIFICATION NO. 3
AGREEMENT FOR DESIGN-BUILD SERVICES
FOR DISTRICT OF COLUMBIA GENERAL FAMILY SHELTER CAMPUS
DCAM-18-CS-0017

GUARANTEED MAXIMUM PRICE AMENDMENT

THIS GUARANTEED MAXIMUM PRICE AMENDMENT ("Amendment" or "GMP Amendment") is entered into by and between the DISTRICT OF COLUMBIA GOVERNMENT, acting by and through its DEPARTMENT OF GENERAL SERVICES (the "Department") and GILBANE BUILDING COMPANY (the "Design-Builder") pursuant the Design Build Agreement, executed March 23, 2018 ("Agreement" or "Contract"), between the District of Columbia government, by and through the Department and the Design-Builder, for the demolition of the site on the District of Columbia General Family Shelter Campus and to establish a Guaranteed Maximum Price and contract time to complete the Work as set forth below.

ARTICLE I
GUARANTEED MAXIMUM PRICE

Section 1.1 Guaranteed Maximum Price. Subject to additions and deductions which may be made only in accordance with the Agreement, the Design-Builder represents, warrants and guarantees to the Department that the total maximum cost to be paid by the Department for Design-Builder's complete performance under the Agreement, including, but not limited to, Final Completion of all Work, all services of Design-Builder under the Agreement, and all fees, compensation and reimbursements to Design-Builder, shall not exceed the total amount of Twenty-One Million Two Hundred One Thousand Eight Hundred Fifty Six Dollars ($21,201,856.00) (the "Guaranteed Maximum Price" or "GMP"). Costs which would cause the GMP (as may be adjusted pursuant to the Contract Documents) to be exceeded shall be paid by the Design-Builder without reimbursement by the Department.

Section 1.2 Guaranteed Maximum Price Components. The Guaranteed Maximum Price is comprised of the maximum amount payable by the Department for:

1.2.1 the Cost of the Work for full and complete performance of the Work in strict compliance accordance with the Contract Documents;

1.2.2 a total Design-Build Fee for the Design-Builder, which shall include the DC General Phase Zero Utility Investigation, Phases One-Three De-Construction and Phase Five Campus Improvement, as defined in the Agreement, as amended, in the amount of $974,290.00;

1.2.3 a total Design Price for the Design-Builder, which shall include the DC General Phase Zero Utility Investigation, Phases One-Three De-Construction and Phase
Five Campus Improvement, as defined in the Agreement, as amended, in the amount of $1,028,009.00;

1.2.4 a total Maximum Cost of General Conditions, which includes the DC General Phase Zero Utility Investigation, Phases One-Three De-Construction and Phase Five Campus Improvement, as defined in the Agreement, as amended, in the amount of $1,040,386.00;

1.2.5 The Guaranteed Maximum Price is further broken down into line items and categories on Exhibit D attached hereto.

Section 1.3 Basis for the GMP. The GMP is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through G as follows:

1.3.1 Exhibit A: List of Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the Guaranteed Maximum Price is based.

1.3.2 Exhibit B: A list of Allowance items as well as a statement of their basis.

1.3.3 Exhibit C: Assumptions and Clarifications made in preparing the Guaranteed Maximum Price, noting in particular any exclusions. The Assumptions and Clarifications shall take precedence over the Drawings and Specifications, but shall be subordinate to the Agreement and the terms of this Amendment.

1.3.4 Exhibit D: The proposed Guaranteed Maximum Price, including a statement of the detailed cost estimate organized by trade categories, allowances, Contingency, and other items and the fee that comprise the Guaranteed Maximum Price.

1.3.5 Exhibit E: A Construction Phase Schedule which shall include, but not be limited to, the Substantial and Final Completion Dates, upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the Substantial and Final Completion Dates are based (the “Project Schedule”).

1.3.6 Exhibit F: An LSDBE Utilization Plan setting forth the names and estimated dollar volume of the work that will be performed by small, local and disadvantaged business enterprises, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

1.3.7 Exhibit G: First Source Employment Agreement and Employment Plan.

Section 1.4 Design Intent; Inerable Work. The Design-Builder agrees that the Guaranteed Maximum Price is based on the current state of the design, which represents approximately a 100% complete set of construction documents. The GMP Drawings and
Specifications include various clarifications and assumptions that are intended to further define the scope of work that will be required to complete the design. The Design-Builder has included within the GMP sufficient amounts to cover aspects of the work that are not shown on the GMP Drawings and Specifications. If the Department does not approve any scope increase, the Design-Builder shall cause the Architect to develop a design that is consistent with the original design intent and shall complete the Work for an amount that does not exceed the GMP.

Section 1.5 Cost Overruns. Subject to additions or deductions which may be made in accordance with the Agreement and this Amendment, the Design-Builder shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from the Department. Design-Builder shall not be entitled to any fee, payment, compensation or reimbursement under the Agreement and this Amendment or relating to the Work or Project other than as expressly provided in the Agreement and this Amendment.

Section 1.6 Cost Overruns. Subject to additions or deductions which may be made in accordance with the Agreement and this Amendment, the Design-Builder shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from the Department. Design-Builder shall not be entitled to any fee, payment, compensation or reimbursement under the Agreement and this Amendment or relating to the Work or Project other than as expressly provided in the Agreement and this Amendment.

Section 1.7 Allowances. The Guaranteed Maximum Price includes specific "Unit Price Allowance Amounts" for certain items as shown on the Schedule of Values and budgeted in the Guaranteed Maximum Price ("Allowance Items"). The only Allowance Items shall be those specifically identified as such in the Schedule of Values and in the Guaranteed Maximum Price. The Allowance Amounts represent all Costs of the Work of the Allowance Items, including, without limitation, costs of materials, labor, handling, transportation, loading and unloading and installation, as determined by Design-Builder.

Section 1.8 Capital Eligibility. Prior to purchasing, expending or committing any portion of funds for the scopes of work covered by the line items listed below, the Design-Builder must first seek and obtain from the Department’s Office of the Chief Financial Officer a determination as to whether the work will qualify as a "capital" expense under the District’s General Guidelines for Capital Financing Eligibility.
ARTICLE 2
INTENT, INTERPRETATION AND CORRELATION

Section 2.1  **Intent of the Agreement.** The intent of the Agreement is for the Design-Builder to perform and supply, and the Department hereby engages the Design-Builder to and Design-Builder hereby agrees to perform and supply, the Work, including all necessary design services, scheduling, procurement, supervision, construction, and construction management services and supply all necessary labor, materials, equipment and related work and services necessary to fully complete the Work and obtain the intended results of the Contract Documents, including, but not limited to the requirements of the Project Schedule and the Guaranteed Maximum Price requirements set forth in Article 1 above. The enumeration of particular items in the Specifications and/or Drawings shall not be construed to exclude other items. The Contract Documents are complementary, and what is required by any one of the Contract Documents (including either a Drawing or Specification) as being necessary to produce the intended results shall be binding and required as a part of the Work as if required by all Contract Documents.

Section 2.2  **Design-Builder’s Compliance with Contract Documents.** The Design-Builder agrees, accepts and assumes that the Department’s decision will require implementation of the most stringent requirements among any conflicting provisions of the Contract Documents as being part of the Work. The Design-Builder agrees to be bound by all decisions by the Department to implement the most stringent of any conflicting requirements within the Contract Documents. Any failure by the Design-Builder to seek such clarifications shall in no way limit the Department’s ability to require implementation, including replacement of installed work at a later date at the Design-Builder’s sole expense, to achieve compliance with the more stringent requirements. Without limiting the generality of the foregoing, the Design-Builder hereby agrees as follows:

2.2.1 The failure of the Department to insist in any one or more instances upon a strict compliance with any provision of the Agreement and this Amendment, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the Department’s right thereafter to require compliance with such provision of the Agreement and this Amendment, or as being a waiver of the Department’s right thereafter to exercise such option, and such provision or option will remain in full force and effect.

2.2.2 If there is any inconsistency in the Drawings or any conflict between the Drawings and Specifications, the Design-Builder shall provide the better quality or greater quantity of work or materials, as applicable, unless the Department directs otherwise in writing. The Design Builder shall also notify the Department of such conflict.

2.2.3 The Design-Builder shall be responsible for dividing the Work among the appropriate subcontractors and vendors. No claim will be entertained by the Department based upon the organization or arrangement of the Specifications and/or the Drawings into areas, sections, subsections or trade disciplines.

2.2.4 Detail drawings shall take precedence over scale drawings, and figured dimensions on the Drawings shall govern the setting out of the Work.
2.2.5 Unless the Specifications expressly state otherwise, references to documents and standards of professional organizations shall mean the latest editions published prior to the Effective Date.

2.2.6 Technical words, abbreviations and acronyms in the Contract Documents shall be used and interpreted in accordance with the Agreement and the customary usage in the construction industry.

2.2.7 Whenever consent, permission or approval is required from any Party pursuant to the provisions of the Contract Documents, such consent, permission or approval shall, unless expressly provided otherwise in the Agreement and this Amendment, be given or obtained, as applicable, in writing.

ARTICLE 3
SPECIAL PROVISIONS

Section 3.1 Substantial Completion Date. The Parties agree and acknowledge that the Substantial Completion Date is extended to July 29, 2019.

Section 3.2 Final Completion Date. The Parties agree and acknowledge that the Final Completion Date is established as August 30, 2019.

Section 3.3 Administrative Term Date. The Parties agree and acknowledge that the Administrative Term Date for this Agreement is December 31, 2019.

ARTICLE 4
OTHER PROVISIONS

Section 4.1 Design-Builder’s Responsibilities. The Design-Builder also expressly acknowledges that this Project and the Work will proceed on a "fast-track" method of construction, i.e., construction will commence without final Drawings and Specifications in place. More specifically, while Drawings and Specifications are complete for certain portions of Work, the design process will continue for other portions during construction based on the Guaranteed Maximum Price premises and assumptions. The Design-Builder has been, and will continue to be, an active participant in the design process. Given such participation, the Design-Builder represents that it is familiar with the scope and quality of those aspects of the Project that have not yet been fully designed, and has taken such scope and quality matters into consideration in preparing each component of the Guaranteed Maximum Price. The Design-Builder agrees to work with the Department in managing the construction and design work to complete the design process. The Design-Builder shall manage the Project, including coordinating redesign or value engineering necessary or advisable for certain aspects of the Project at any stage of the design process in order to bring the cost of such Work within or below, but not in excess of, the respective allowances or the budgeted or allocated amounts for other items contained in the Guaranteed Maximum Price. Once the Drawings and Specifications are complete, it is recognized by the Design-Builder and the Department that the scope of the Guaranteed Maximum Price may include work not expressly indicated on the Contract Documents, but which is reasonably inferable from
the Contract Documents, and such work shall be performed without any increase in the Guaranteed Maximum Price or extension of contract time, except if and to the extent otherwise expressly provided in the Agreement and this Amendment.

ARTICLE 5
MISCELLANEOUS PROVISIONS

Section 5.1 Prior Agreement Unaffected. Except as expressly agreed to herein, all of the terms, conditions, representations and warranties set forth in the Agreement shall remain unaffected and in full force and affect.

Section 5.2 Integrated Agreement. This Amendment and any attachment hereto set forth the entire agreement and understanding of the Parties regarding the transactions contemplated hereby and supersede all prior oral and written agreements, arrangements and understandings relating to the subject matter hereof. There are no oral or written agreements or understandings, representations or warranties among the Parties other than those set forth herein.

Section 5.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

Section 5.4 Construction. This Amendment shall be construed fairly as to all Parties and not in favor of or against any Party, regardless of which Party prepared the agreement.

Section 5.5 Release. It is mutually agreed that in exchange for this modification and other consideration, the Design-Builder hereby releases, waives, settles and hold the Department harmless from any and all actual or potential claims or demands for delays, disruptions, additional work, additional time, additional cost, contract extensions, compensations or liability under any theory, whether known or unknown, that the Design-Builder may have now or in the future against the Department arising from or out of, as a consequence or result of, relating to or in any manner connected with this modification, the above referenced project, and the Contract Work.
Exhibit A: List of GMP Basis Documents
/Drawings, Specifications Exhibit
<table>
<thead>
<tr>
<th>Sheet #</th>
<th>Page Title</th>
<th>Date Issued</th>
<th>Date Last Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>A000-1</td>
<td>COVER SHEET</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A001-1</td>
<td>PROJECT INFO, ABBREVIATIONS, + SYMBOLS</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A002-1</td>
<td>SPECIFICATIONS</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A003-1</td>
<td>SPECIFICATIONS</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A004-1</td>
<td>SPECIFICATIONS</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A005-1</td>
<td>BUILDING 5 OCCUPANCY TYPE DIAGRAMS</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A5100-1</td>
<td>SITE PLAN</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>CIV001-1</td>
<td>OVERALL EXISTING CONDITIONS PLAN</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>CIV100-1</td>
<td>GENERAL NOTES</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>CIV200-1</td>
<td>RAZE PLAN</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>CIV300-1</td>
<td>EROSION &amp; SEDIMENT CONTROL PLAN</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>CIV301-1</td>
<td>SEDIMENT CONTROL NOTES</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>CIV302-1</td>
<td>SEDIMENT CONTROL NOTES</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>CIV400-1</td>
<td>ELECTRICAL SITE GRADING &amp; EROSION CONTROL PLAN</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>CIV500-1</td>
<td>GRADING PLAN</td>
<td>11/10/2018</td>
<td></td>
</tr>
<tr>
<td>CIV700-1</td>
<td>TRAFFIC CONTROL PLAN</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>AD101-1</td>
<td>PHASE 1 - SELECTIVE DEMOLITION</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>AD102-1</td>
<td>PHASE 1 - BLDG 9 - SELECTIVE DEMO</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A101-1</td>
<td>PHASE 1 - PLANS, ELEVATION &amp; SECTION</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A601-1</td>
<td>PHASE 1 - DETAILS, DOOR, FINISHES AND ASSEMBLIES</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>A701-1</td>
<td>PHASE 1 - STAIR PLAN, ELEVATION, SECTION AND DETAILS</td>
<td>5/4/2018</td>
<td></td>
</tr>
<tr>
<td>S001-1</td>
<td>GENERAL STRUCTURAL NOTES</td>
<td>3/2/2018</td>
<td></td>
</tr>
<tr>
<td>S101-1</td>
<td>FRAMING PLANS AND SECTIONS</td>
<td>3/2/2018</td>
<td></td>
</tr>
<tr>
<td>M001-1</td>
<td>MECHANICAL COVER SHEET AND GENERAL NOTES</td>
<td>5/9/2018</td>
<td></td>
</tr>
<tr>
<td>M101-1</td>
<td>PARTIAL MECHANICAL SITE PLAN</td>
<td>5/9/2018</td>
<td></td>
</tr>
<tr>
<td>P001-1</td>
<td>PLUMBING COVER SHEET AND GENERAL NOTES</td>
<td>5/9/2018</td>
<td></td>
</tr>
<tr>
<td>P101-1</td>
<td>PARTIAL PLUMBING SITE PLAN</td>
<td>5/9/2018</td>
<td></td>
</tr>
<tr>
<td>E001-1</td>
<td>ELECTRICAL COVER SHEET AND GENERAL NOTES</td>
<td>5/9/2018</td>
<td></td>
</tr>
<tr>
<td>E100-1</td>
<td>PARTIAL ELECTRICAL SITE PLAN - DEMO</td>
<td>5/9/2018</td>
<td></td>
</tr>
<tr>
<td>E101-1</td>
<td>PARTIAL ELECTRICAL SITE PLAN - NEW WORK</td>
<td>5/9/2018</td>
<td></td>
</tr>
</tbody>
</table>

4/8/2019
<table>
<thead>
<tr>
<th>Sheet #</th>
<th>Page Title</th>
<th>Date Issued</th>
<th>Date Last Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>A000-2</td>
<td>COVER SHEET</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A001-2</td>
<td>PROJECT INFO, ABBREVIATIONS, + SYMBOLS</td>
<td>3/22/2018</td>
<td>4/8/2019</td>
</tr>
<tr>
<td>A002-2</td>
<td>SPECIFICATIONS</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A003-2</td>
<td>SPECIFICATIONS</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A004-2</td>
<td>SPECIFICATIONS</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A5100-2</td>
<td>SITE PLAN</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>CIV001-2</td>
<td>OVERALL EXISTING CONDITIONS PLAN</td>
<td>3/22/2018</td>
<td>2/8/2019</td>
</tr>
<tr>
<td>CIV002-2</td>
<td>EXISTING CONDITIONS PLAN</td>
<td>3/22/2018</td>
<td>2/8/2019</td>
</tr>
<tr>
<td>CIV100-2</td>
<td>GENERAL NOTES</td>
<td>3/22/2018</td>
<td>2/8/2019</td>
</tr>
<tr>
<td>CIV200-2</td>
<td>RAZE PLAN</td>
<td>3/22/2018</td>
<td>2/8/2019</td>
</tr>
<tr>
<td>CIV201-2</td>
<td>UTILITY DISCONNECT PLAN</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV202-2</td>
<td>GRADING PLAN</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV300-2</td>
<td>UTILITY PLAN</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV301-2</td>
<td>UTILITY SECTIONS</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV302-2</td>
<td>STORM DRAIN PROFILE</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV310-2</td>
<td>SLAB DEMOLITION PLAN</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV400-2</td>
<td>SITE DRAINAGE MAP - EXISTING</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV401-2</td>
<td>SITE DRAINAGE MAP - EXISTING</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV410-2</td>
<td>SITE DRAINAGE MAP - PROPOSED</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV411-2</td>
<td>SITE DRAINAGE MAP - PROPOSED</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV420-2</td>
<td>STORMWATER MANAGEMENT DETAILS AND CALCS</td>
<td>2/8/2019</td>
<td></td>
</tr>
<tr>
<td>CIV500-2</td>
<td>EROSION &amp; SEDIMENT CONTROL PLAN</td>
<td>3/22/2018</td>
<td>2/8/2019</td>
</tr>
<tr>
<td>CIV510-2</td>
<td>SEDIMENT CONTROL NOTES</td>
<td>3/22/2018</td>
<td>2/8/2019</td>
</tr>
<tr>
<td>CIV520-2</td>
<td>SEDIMENT CONTROL DETAILS</td>
<td>3/22/2018</td>
<td>2/8/2019</td>
</tr>
<tr>
<td>D001-2</td>
<td>SELECTIVE DEMO SCOPE</td>
<td>11/16/2018</td>
<td></td>
</tr>
<tr>
<td>D101-2</td>
<td>GROUND FLOOR SELECTIVE DEMO - EAST</td>
<td>11/16/2018</td>
<td></td>
</tr>
<tr>
<td>D102-2</td>
<td>GROUND FLOOR SELECTIVE DEMO - WEST</td>
<td>11/16/2018</td>
<td></td>
</tr>
<tr>
<td>D103-2</td>
<td>FIRST FLOOR SELECTIVE DEMO - EAST</td>
<td>11/16/2018</td>
<td></td>
</tr>
<tr>
<td>D104-2</td>
<td>FIRST FLOOR SELECTIVE DEMO - WEST</td>
<td>11/16/2018</td>
<td></td>
</tr>
<tr>
<td>D105-2</td>
<td>SECOND FLOOR SELECTIVE DEMO - EAST</td>
<td>11/16/2018</td>
<td></td>
</tr>
<tr>
<td>D106-2</td>
<td>SECOND FLOOR SELECTIVE DEMO - WEST</td>
<td>11/16/2018</td>
<td></td>
</tr>
<tr>
<td>D107-2</td>
<td>ROOF SELECTIVE DEMO</td>
<td>11/16/2018</td>
<td></td>
</tr>
<tr>
<td>A100-2</td>
<td>PHASE 2 - KEY PLANS - SELECTIVE DEMO</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A101-2</td>
<td>PHASE 2 - SELECTIVE DEMO - TUNNEL &amp; EAST BRIDGE</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A102-2</td>
<td>PHASE 2 - SELECTIVE DEMO - WEST BRIDGE</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A103-2</td>
<td>PHASE 2 - BUILDING 29 SECTION</td>
<td>5/22/2018</td>
<td></td>
</tr>
<tr>
<td>A104-2</td>
<td>PHASE 2 - KEYS PLANS</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A105-2</td>
<td>PHASE 2 - PLANS, SECTION, ELEVATION &amp; DETAILS - EAST BRIDGE</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A106-2</td>
<td>PHASE 2 - PLAN, SECTION AND ELEVATION - WEST BRIDGE</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A107-2</td>
<td>FINISHES AND ASSEMBLIES</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A001-2</td>
<td>MECHANICAL COVER SHEET AND GENERAL NOTES</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A002-2</td>
<td>PARTIAL MECHANICAL SITE PLAN</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A003-2</td>
<td>PLUMBING COVER SHEET AND GENERAL NOTES</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>A004-2</td>
<td>PARTIAL PLUMBING SITE PLAN</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>E001-2</td>
<td>ELECTRICAL COVER SHEET AND GENERAL NOTES</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>E101-2</td>
<td>PARTIAL ELECTRICAL SITE PLAN</td>
<td>3/22/2018</td>
<td></td>
</tr>
<tr>
<td>Sheet #</td>
<td>Page Title</td>
<td>Date Issued</td>
<td>Date Last Revised</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------------------</td>
<td>-------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>A000-3</td>
<td>COVER SHEET</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A001-3</td>
<td>PROJECT INFO, ABBREVIATIONS, + SYMBOLS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A002-3</td>
<td>SPECIFICATIONS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A003-3</td>
<td>SPECIFICATIONS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A004-3</td>
<td>SPECIFICATIONS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A005-3</td>
<td>PHASE 3 - BUILDING OCCUPANCY TYPE DIAGRAMS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A5100-3</td>
<td>PHASE 3 - SITE PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>CIV001-3</td>
<td>OVERALL EXISTING CONDITIONS PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>CIV002-3</td>
<td>EXISTING CONDITIONS PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>CIV100-3</td>
<td>GENERAL NOTES</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>CIV200-2</td>
<td>RAZE PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>CIV201-3</td>
<td>GRADING PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>CIV300-3</td>
<td>EROSION &amp; SEDIMENT CONTROL PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>CIV301-3</td>
<td>SEDIMENT CONTROL NOTES</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>CIV302-3</td>
<td>SEDIMENT CONTROL DETAILS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>AD101-3</td>
<td>PHASE 3 - BSMT &amp; GD FLOOR - DEMOLITION KEY PLANS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>AD102-3</td>
<td>PHASE 3 - 1ST &amp; 2ND FLOOR - DEMOLITION KEY PLANS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>AD103-3</td>
<td>PHASE 3 - BSMT &amp; GD FLOOR - SELECTIVE DEMOLITION PLANS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>AD104-3</td>
<td>PHASE 3 - 1ST &amp; 2ND FLOOR - SELECTIVE DEMOLITION PLANS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>AD201-3</td>
<td>PHASE 3 - SELECTIVE DEMO - ELEVATION, SECTION AND 3D</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>AD301-3</td>
<td>PHASE 3 - CORE BUILDING - DIAGRAMMATIC DEMO SECTION</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A101-3</td>
<td>PHASE 3 - BASEMENT, GROUND, 1ST &amp; 2ND FLOOR - PLANS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A201-3</td>
<td>PHASE 3 - ELEVATION</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A301-3</td>
<td>PHASE 3 - WALL SECTIONS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A501-3</td>
<td>PHASE 3 - DETAILS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>A502-3</td>
<td>PHASE 3 - DETAILS</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>S001-3</td>
<td>GENERAL NOTES</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>S002-3</td>
<td>GENERAL NOTES</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>S100-3</td>
<td>LEVEL 0B - FLOOR PLAN SEGMENT C</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>S110-3</td>
<td>LEVEL 0G - FLOOR PLAN SEGMENT B</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>S111-3</td>
<td>LEVEL 0G - FLOOR PLAN SEGMENT C</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>S120-3</td>
<td>LEVEL 01 - FLOOR PLAN SEGMENT B</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>S121-3</td>
<td>LEVEL 01 - FLOOR PLAN SEGMENT C</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>S130-3</td>
<td>LEVEL 02 - FLOOR PLAN SEGMENT B AND C</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>S200-3</td>
<td>TYPICAL DETAILS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>S300-3</td>
<td>SECTIONS</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>S301-3</td>
<td>SECTIONS</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>M001-3</td>
<td>MECHANICAL COVER SHEET AND GENERAL NOTES</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>M101-3</td>
<td>PARTIAL MECHANICAL SITE PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>M102-3</td>
<td>MECHANICAL BASEMENT PLANS</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>M103-3</td>
<td>MECHANICAL GROUND FLOOR</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>M103-3A</td>
<td>MECHANICAL GROUND FLOOR</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>M103-3C</td>
<td>MECHANICAL GROUND FLOOR</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>M104-3</td>
<td>MECHANICAL FIRST FLOOR</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>M105-3</td>
<td>MECHANICAL SECOND FLOOR</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>P001-3</td>
<td>PLUMBING COVER SHEET AND GENERAL NOTES</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>P101-3</td>
<td>PARTIAL PLUMBING SITE PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>P102-3</td>
<td>PLUMBING BASEMENT PLANS</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>P102B-3</td>
<td>PLUMBING BASEMENT PLANS</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>P102C-3</td>
<td>PLUMBING BASEMENT PLANS</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>P102G-3</td>
<td>PLUMBING BASEMENT PLANS</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>P103-3</td>
<td>PLUMBING GROUND FLOOR</td>
<td>1/25/2019</td>
<td></td>
</tr>
<tr>
<td>E001-3</td>
<td>ELECTRICAL COVER SHEET</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Date</td>
<td>Status</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------</td>
<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td>E101-3</td>
<td>PARTIAL ELECTRICAL SITE PLAN</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>E102-3</td>
<td>ELECTRICAL BASEMENT PLANS</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>E103-3</td>
<td>ELECTRICAL GROUND FLOOR</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>E104-3</td>
<td>ELECTRICAL FIRST FLOOR</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>E105-3</td>
<td>ELECTRICAL SECOND FLOOR</td>
<td>5/4/2018</td>
<td>1/25/2019</td>
</tr>
</tbody>
</table>

4/8/2019
Exhibit B: List of Allowance
## DC General Campus Improvements
### Trade Allowances

<table>
<thead>
<tr>
<th>TA</th>
<th>Package No.</th>
<th>Package Description</th>
<th>Description</th>
<th>Established Allowance</th>
<th>Remaining Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>02D</td>
<td>Phase Two and Three Fencing</td>
<td>Additional Fencing Coordination with DDOT and DMPED</td>
<td>$40,000</td>
<td>$40,000</td>
</tr>
<tr>
<td>2</td>
<td>02J</td>
<td>Demo for Design Services</td>
<td>Additional Investigation and Demolition for Design Coordination</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>3</td>
<td>32C</td>
<td>Vector Control</td>
<td>Additional vector control through extensions or campus coordination</td>
<td>$8,503</td>
<td>$8,503</td>
</tr>
<tr>
<td>4</td>
<td>32E</td>
<td>Lower ESI Sewer</td>
<td>Protection in Place with coordination with DC Water</td>
<td>$120,000</td>
<td>$120,000</td>
</tr>
<tr>
<td>5</td>
<td>32F</td>
<td>Phase Five Campus</td>
<td>Parking and Infrastructure through Campus Coordination</td>
<td>$1,600,000</td>
<td>$35,976</td>
</tr>
<tr>
<td>6</td>
<td>32O</td>
<td>Geotech Investigation</td>
<td>Ongoing geotechnical investigations to establish site drainage and support of excavation requirements.</td>
<td>$21,520</td>
<td>$21,520</td>
</tr>
<tr>
<td>7</td>
<td>32H</td>
<td>SOE</td>
<td>Phase Two and Three SOE</td>
<td>$160,000</td>
<td>$160,000</td>
</tr>
</tbody>
</table>

**TOTAL ALLOWANCES** $1,860,023 $395,989

## Owner Allowances

<table>
<thead>
<tr>
<th>OA</th>
<th>Package No.</th>
<th>Package Description</th>
<th>Description</th>
<th>Established Allowance</th>
<th>Remaining Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01A</td>
<td>Permits</td>
<td>Permit Costs</td>
<td>$250,000</td>
<td>$183,028</td>
</tr>
<tr>
<td>2</td>
<td>22A</td>
<td>Phase Three MEP</td>
<td>Permanent conditioning of Building #5 and the remainder of Building #4 to be reinvestigated due to recent disturbances</td>
<td>$315,000</td>
<td>$315,000</td>
</tr>
<tr>
<td>3</td>
<td>21A</td>
<td>Telecom Infrastructure</td>
<td>Campus Telecom Infrastructure (DCNet, OCTO, Verizon)</td>
<td>$175,000</td>
<td>$155,000</td>
</tr>
<tr>
<td>4</td>
<td>32A</td>
<td>Campus Restoration</td>
<td>Campus Infrastructure and Site Restoration</td>
<td>$350,000</td>
<td>$350,000</td>
</tr>
</tbody>
</table>

**TOTAL ALLOWANCES** $1,090,000 $1,003,028
TRADE ALLOWANCES

19. **TA1 – Phase Two and Three Fencing:** An allowance of $40,000 to cover additional site fencing costs due to DMPED and DDOT work has been included.

20. **TA2 – Demo for Design Services:** Additional demo may be required for design coordination, trade allowance of $10,000 has been included to cover these costs.

21. **TA3 – Vector Control:** If needed, a trade allowance of $8,503 has been established for extending vector control.

22. **TA4 – Lower ESI Sewer Protection:** A trade allowance of $120,000 has been created in case DC Water revises the designed protection of the Lower ESI sewer.

23. **TA5 – Phase Five Campus:** Per DGS requests, multiple campus scopes of work have been performed using a trade allowance of $1,600,000. $35,976 remains.

24. **TA6 – Geotech Investigation:** An allowance of $21,520 for any additional geotechnical investigations has been included.

25. **TA7 – Phase Two and Three Supports of Excavation:** if needed and due to unforeseen conditions, a trade allowance of $160,000 has been created for SOE work.

OWNER ALLOWANCES

26. **OA1 – Permit Costs:** An Owner Allowance of $250,000 was established to cover permit costs, $183,026 remains.

27. **OA2 – Phase Three MEP:** The design is being value engineered, an owner allowance of $275,000 has been created for the costs.

28. **OA3 – Telecommunications Infrastructure:** An owner allowance of $175,000 to cover DCNet, OCTO, Verizon and any other costs has been established. $155,000 remains

29. **OA4 – Campus Restoration:** Per the RFP, final site restoration is to be coordinated with DMPED, an owner allowance of $350,000 has been created.
Exhibit C: List of Assumptions and Clarifications
ASSUMPTIONS, CLARIFICATIONS & EXCLUSIONS

Hazardous Building Materials Survey, Building 29, dated December 8, 2017
Hazardous Building Materials Survey, Core Building 1-4, dated December 8, 2017

Design-Build Developed:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zero</td>
<td>Utility Investigation (Draft submitted to Owner)</td>
<td>4/2/2018</td>
</tr>
<tr>
<td>One</td>
<td>Pricing Package, Include Permit, Permit Revisions &amp; Demo</td>
<td>5/4/2018</td>
</tr>
<tr>
<td>One</td>
<td>Select sheets for Ph. 1 New Electrical Service Permit Approval</td>
<td>5/6/2018</td>
</tr>
<tr>
<td>Two</td>
<td>Raze Permit Package</td>
<td>5/11/2018</td>
</tr>
<tr>
<td>General</td>
<td>Overall Project Specifications</td>
<td>5/17/2018</td>
</tr>
<tr>
<td>Three</td>
<td>Raze Permit Package</td>
<td>5/23/2018</td>
</tr>
</tbody>
</table>

Notes:
- All packages were produced by ISTUDIO Architects, LLC under the Design-Build agreement.
- Permit Packages to be finalized to Construction Documents after reviews.

GMP contains the following:

**Phase Zero: Utility Investigation**
Investigation of existing utilities on the Campus of DC General and how each utility relates to the closure of Core Buildings (1-4) Building 29, Building 9 while continuing utility services to the remaining buildings, such as the District Cluster, DOC Building 20 and DOC Building 28.

**Phase One: Deconstruction Building 9**
Installation of temporary fencing at the northeastern portion of DC General at Building 9. This is to facilitate the separation of public areas from construction zones. Hazardous and Medical Waste removal, hazardous material abatement, building demolition and site restoration.

**Phase Two: Deconstruction Building 29**
Installation of temporary fencing at the northwest portion of DC General, Building 29 and half of Building 4. This is to facilitate the separation of public areas from construction zones. Hazardous and Medical Waste removal, building demolition and site restoration.

**Phase Three: Deconstruction Core Building (1-4)**
The District Short-Term Family Housing Program as well as other District initiatives worked to relocate families, occupants, humanitarian organizations and District Agencies from the Core Building, also known as the DC General Family Shelter (not in this scope). Once the relocations have been completed, abatement and demolition of the Core Building (1-4) to one foot below the existing grade and areas of new established grade. The remaining basement portion of the building will be back filled with recycled
crushed concrete and other building material from the Core Building. Site restoration will close out Phase Three.

**Phase Four: DOC Mechanical Upgrades**

This scope was removed from the scope of work by Contract Modification #1 (7/2/18).

**Phase Five: Campus Master Plan Improvements**

This phase provides necessary improvements on the 67-acre DC General campus due to several interagency construction projects with DMPED, DDOT and DMPED’s private developer. Additional improvement needed to maintain WMATA bus service on campus, provide connected accessible pedestrian pathways serving campus wide tenants, new campus electrical infrastructure and lighting, new southeast campus parking lots including attendant/security and campus wide mater parking enforcement and repairs to access roads/ drives to maintain WMATA service. This work was not part of the original RFP and additional work has been constructed since NTP of 1/12/18 and site mobilization in March of 2018.

Per the reference document, we have not included subcontractor costs for the additional Phase Two and Three work and future unforeseen scopes as these have not been developed. However, we did include the first $150,000 for the Lead Soil Abatement for Phase One. The onsite security personnel cost has been included along with the costs for our Phase One Lead Contaminated Soil specialists and engineers.

**Final Campus Restoration for Phases One, Two and Three**

Scope to be finalized, will be referenced as Phase Six.

**Schedule**

This GMP is based on a substantial completion date of 7/29/2019 and final completion of 8/30/2019. We’ve included a $300,000.00 hold for acceleration and/or recovery due to unforeseen conditions beyond the control of the contractor. One key unforeseen condition was that the RFP intended for our team to apply for a thirty-day (occupied) asbestos notification and permit on September 3, 2018.

Through coordination with and progress updates by DGS, we could not apply for the Core Building Asbestos Permit until the building was closed on October 30, 2018 by the Mayor, confirmed that it was vacant on November 1st and keys turned over to Gilbane on November 6, 2018 by DGS Facilities. DOE then requested a letter from DGS that the building was unoccupied which was received on November 13, 2018. Once submitted on November 16th for a ten-day waiver due to the unoccupied space, abatement commenced on November 26, 2018 compared to the RFP date of October 1, 2018. This acceleration will be used in Phase Three to recover time lost due to the delay in the DOE Asbestos Notification and Permit while the Substantial Completion remains at 7/29/19.

At this moment, current unforeseen conditions such as additional asbestos containing material quantities above and beyond the Phase Three report and the District’s documents and records within
the Core Building have not been factored into this acceleration. Both of these items still require District approval to proceed.

**Holds and Allowances**

The Final GMP total cost shall not include additional Allowances or Holds except with the Owner’s prior approval.

1. An "Allowance" is an amount included in the GMP for a Trade Work (direct cost) item or an Owner request that requires further scope definition by the Architect or Owner.
   a. In the event that the actual Trade Work Costs for Trade Work covered by an Allowance are greater than the Final GMP Allowance, the value will be reviewed with and approved by the Owner and funded from either the Construction Contingency or the Owner's Contingency. If from the Owner's Contingency, a Change Order will be issued adjusting the Final GMP by the amount of such difference, plus percentages to cover payment and performance bonds and other Construction Manager insurance. Funding of markup for General Conditions Work Costs, Construction Fee and/or other pertinent costs will be considered through Construction or Owner Contingency.
   b. In the event that the actual Trade Work Costs are less than the included Final GMP Allowance, unused Allowance amounts will not be available to cover other Costs of the Work. These amounts/savings shall be returned to the Construction Contingency to benefit the project.
   c. Trade Allowances do not require Owner approval to proceed while Owner allowances require approval.

2. A "Hold" is an amount for a Trade Work (direct cost) item that has not yet been incorporated into a Subcontract scope.
   a. A "Hold" is not an Allowance, and the GMP will not be adjusted on account of costs that overrun or underrun a Hold.
   b. Unused Hold amounts shall be returned to the Construction Contingency.
   c. Use of Holds requires the Owner’s prior written approval.
Exhibit D: List of Guaranteed Maximum Price
## Guaranteed Maximum Price

### Executive Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor Direct Cost</td>
<td>$16,665,326</td>
</tr>
<tr>
<td>Subcontractor Default Insurance (SDI)</td>
<td>1.2%</td>
</tr>
<tr>
<td>Design Fee</td>
<td></td>
</tr>
<tr>
<td>Design Contingency</td>
<td>0.4%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td>CM Construction Contingency</td>
<td>5.5%</td>
</tr>
<tr>
<td>General Conditions and Staffing (Ph. 0-3)</td>
<td></td>
</tr>
<tr>
<td>General Conditions and Staffing (Ph. 5)</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td>Builder's Risk Insurance</td>
<td>N/A</td>
</tr>
<tr>
<td>General Liability Insurance</td>
<td>0.865%</td>
</tr>
<tr>
<td>Gilbane Performance &amp; Payment Bonds</td>
<td>0.6%</td>
</tr>
<tr>
<td>Fee (Phases 0-3 per Proposal)</td>
<td></td>
</tr>
<tr>
<td>Fee on Ph. 5 Work</td>
<td></td>
</tr>
<tr>
<td><strong>Total GMP Construction Cost:</strong></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit E: Construction Phase Schedule
### DC General Campus Improvements Update 5 plus P

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>M1010</td>
<td>Notice of Intent to Award</td>
<td>2016-07-25</td>
<td>2016-08-19</td>
<td>2016-08-19</td>
<td>2016-09-02</td>
</tr>
<tr>
<td>M1020</td>
<td>Notice to Proceed / Letter contract</td>
<td>2016-08-19</td>
<td>2016-08-19</td>
<td>2016-08-19</td>
<td>2016-08-19</td>
</tr>
<tr>
<td>M1030</td>
<td>Part 1 Design Development Docs (Bid Set)</td>
<td>2016-09-02</td>
<td>2016-09-14</td>
<td>2016-09-14</td>
<td>2016-09-14</td>
</tr>
<tr>
<td>M1050</td>
<td>Part 1 Permit Set (90%) (Firm) Set</td>
<td>2016-09-14</td>
<td>2016-09-28</td>
<td>2016-09-28</td>
<td>2016-09-28</td>
</tr>
<tr>
<td>M1080</td>
<td>Part 1 Construction Docs 100%</td>
<td>2016-09-28</td>
<td>2016-09-28</td>
<td>2016-09-28</td>
<td>2016-09-28</td>
</tr>
<tr>
<td>M1090</td>
<td>Part 2 Design Development Docs (Bid Set)</td>
<td>2016-09-28</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
</tr>
<tr>
<td>M1100</td>
<td>Part 2 Permit Set (90%) (Firm Permit Set)</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
</tr>
<tr>
<td>M1110</td>
<td>Part 2 Construction Docs 100%</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
</tr>
<tr>
<td>M1110</td>
<td>DGS Issue STOP Work Order - due to lead soil contamination</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
</tr>
<tr>
<td>M1130</td>
<td>DGS Re-Start Work (Soil Analysis Disposal)</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
</tr>
<tr>
<td>M1190</td>
<td>DGS Groundbreaking ceremony w/ Mayor</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
</tr>
<tr>
<td>M1300</td>
<td>DGS Postpone Phase 2 Work</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
</tr>
<tr>
<td>M1120</td>
<td>Substantial Completion</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
<td>2016-10-01</td>
</tr>
</tbody>
</table>

### Tenant Relocations

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1050</td>
<td>Core 1 PS2 move</td>
</tr>
<tr>
<td>T1450</td>
<td>Core 1, DGA workgroup move</td>
</tr>
<tr>
<td>T1160</td>
<td>Final swing space for DCC move</td>
</tr>
<tr>
<td>T1210</td>
<td>Core 1, 1x DSS Tenant move</td>
</tr>
<tr>
<td>T1310</td>
<td>Tenant Improvement DCC swing space</td>
</tr>
<tr>
<td>T1410</td>
<td>Core 1 DCC move</td>
</tr>
</tbody>
</table>

### Phase 0 Utility Investigation

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1000</td>
<td>Investigation of campus utilities</td>
</tr>
</tbody>
</table>

### GMP & Design

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>G1010</td>
<td>C&amp;P solicitation for RFP</td>
</tr>
<tr>
<td>G1020</td>
<td>GIBANE Submit RFP/Insurance</td>
</tr>
<tr>
<td>G1030</td>
<td>DGS Executive Purchase Order $11M</td>
</tr>
<tr>
<td>G1040</td>
<td>GMP 3rd Round</td>
</tr>
<tr>
<td>G1050</td>
<td>Revised GMP</td>
</tr>
<tr>
<td>G1070</td>
<td>Final GMP</td>
</tr>
<tr>
<td>G1090</td>
<td>Final GMP Council approval</td>
</tr>
</tbody>
</table>

### Owner Pre-Bid

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>A3320</td>
<td>Phase 1, II and Haz Mat C&amp;P Re-bid</td>
</tr>
<tr>
<td>A3200</td>
<td>C&amp;P award/NTNQ Phase 1, III and Haz Mat</td>
</tr>
<tr>
<td>A1420</td>
<td>SOW for Design Build RFP</td>
</tr>
<tr>
<td>A3010</td>
<td>Phase II En robin field work</td>
</tr>
<tr>
<td>A3200</td>
<td>Phase II En robin report</td>
</tr>
</tbody>
</table>

### Design

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1510</td>
<td>Part 1 Phase 1 Design</td>
</tr>
<tr>
<td>P1050</td>
<td>Develop DD's</td>
</tr>
<tr>
<td>P1070</td>
<td>Review DD's</td>
</tr>
<tr>
<td>P1050</td>
<td>Develop 90% Permit Set</td>
</tr>
<tr>
<td>P1050</td>
<td>Review 90% Permit Set</td>
</tr>
<tr>
<td>P1050</td>
<td>Develop 100% CDs</td>
</tr>
</tbody>
</table>

### DC General Campus Improvements Update 5 plus Pull Plan and Acceleration Info

- **Start Date:** 06-Sep-17
- **End Date:** 08-Feb-18
- **Run Date:** 2016-09-15
### Activity ID | Activity Name | Start Date | Finish Date | Duration (D) | Remaining Duration (D) |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>P1000</td>
<td>Review 100% CDs</td>
<td>15-May-18</td>
<td>21-May-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P2030</td>
<td>Develop DIDs</td>
<td>17-Jan-18</td>
<td>26-Feb-18</td>
<td>29</td>
<td>0</td>
</tr>
<tr>
<td>P2030</td>
<td>Review 50% Permit Set</td>
<td>27-Feb-18</td>
<td>07-May-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P2050</td>
<td>Develop 100% CDs</td>
<td>08-May-18</td>
<td>16-May-18</td>
<td>22</td>
<td>0</td>
</tr>
<tr>
<td>P3000</td>
<td>Review 100% CDs</td>
<td>25-Feb-18</td>
<td>25-Mar-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P3000</td>
<td>Develop DIDs</td>
<td>25-Feb-18</td>
<td>20-Mar-18</td>
<td>22</td>
<td>0</td>
</tr>
<tr>
<td>P3030</td>
<td>Develop 90% Permit Set</td>
<td>21-Mar-18</td>
<td>21-Mar-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P3060</td>
<td>Review 90% Permit Set</td>
<td>15-May-18</td>
<td>21-May-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P3060</td>
<td>Develop 100% CDs</td>
<td>15-May-18</td>
<td>15-May-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P3970</td>
<td>Review 100% CDs</td>
<td>15-May-18</td>
<td>15-May-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P4000</td>
<td>Develop DIDs</td>
<td>09-Feb-18</td>
<td>25-Feb-18</td>
<td>15</td>
<td>0</td>
</tr>
<tr>
<td>P4030</td>
<td>Review 90% Permit Set</td>
<td>25-Feb-18</td>
<td>25-Feb-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P4060</td>
<td>Develop 100% CDs</td>
<td>25-Feb-18</td>
<td>25-Feb-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>P4060</td>
<td>Review 100% CDs</td>
<td>25-Feb-18</td>
<td>25-Feb-18</td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

**Phase 1 Construction**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Start Date</th>
<th>Finish Date</th>
<th>Duration (D)</th>
<th>Remaining Duration (D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1100</td>
<td>Meet with DCD - UFA for Tree Removal/Preservation</td>
<td>02-Feb-18</td>
<td>02-Feb-18</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>B1120</td>
<td>Develop BMS Elevation &amp; Sediment Control and Surfacing</td>
<td>01-Jan-18</td>
<td>23-Feb-18</td>
<td>38</td>
<td>0</td>
</tr>
<tr>
<td>B1140</td>
<td>Make Building #9 Switchgear Room Safe</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1170</td>
<td>Develop Pull Box Power and Lighting in B9 for Track Lighting</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1170</td>
<td>Test Lighting Pole Bases for Security Camera</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>B1180</td>
<td>Submit and Obtain B99 E&amp;S E/S Permit</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>20</td>
<td>0</td>
</tr>
<tr>
<td>B1200</td>
<td>Mobile Trailer, ADA ramp, stairs &amp; deck</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>20</td>
<td>0</td>
</tr>
<tr>
<td>B1190</td>
<td>DDOT Tree Removal/Preservation Permit</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>20</td>
<td>0</td>
</tr>
<tr>
<td>B1210</td>
<td>Site Fencing and Security the Building Perimeter</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>12</td>
<td>0</td>
</tr>
<tr>
<td>B1220</td>
<td>Remove Trees and Protect Heritage Trees</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>B1230</td>
<td>Test &amp; Confirm B99 Life Safety is disconnected or isolated</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>B1150</td>
<td>Security Camera System</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>B1210</td>
<td>3rd Party Medium/High Voltage Investigation</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1210</td>
<td>Build Ramp - Core Building</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1300</td>
<td>Cut &amp; Cap B99 Steam, water and gas (if needed)</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1300</td>
<td>Investigate and Plan ductbank from B4 to B5</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1300</td>
<td>Water and Sewer Connections for Scope, Trailer &amp; Truck Wash</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1300</td>
<td>Install E&amp;S BMP Measures in Truck Wash</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1310</td>
<td>DC Water and Sewer Connection Permits</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1310</td>
<td>Install E&amp;S BMP Measures in Truck Wash</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>B1340</td>
<td>B99 Med Waste, Abatement and Demolition Bid</td>
<td>01-Feb-18</td>
<td>23-Feb-18</td>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>

**Building #6 Abatement**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Start Date</th>
<th>Finish Date</th>
<th>Duration (D)</th>
<th>Remaining Duration (D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1350</td>
<td>7 day Court Order Abatement (uncollected)</td>
<td>01-Feb-18</td>
<td>03-Mar-18</td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

**Completed**

DC General Campus Improvements Update 5 plus Pull Plan and Acceleration Info
### Activity ID | Activity Name
--- | ---
AB1100 | B9 Abatement - D Basement
AB1200 | B9 Abatement - A Basement
B1120 | B9 Medical Waste Removal
AB1140 | B9 Abatement - A First Floor
AB1170 | B9 Abatement - A Second Floor
AB1110 | B9 Abatement - B Basement
AB1170 | B9 Abatement - B First Floor
AB1180 | B9 Abatement - C Basement
B1260 | Salvage B9 Material
AB1130 | B9 Abatement - B Penthouse
AB1120 | B9 Abatement - B Second Floor
AB1150 | B9 Abatement - C First Floor
AB1150 | B9 Abatement - C Penthouse
AB1150 | B9 Abatement - C Second Floor
AB1200 | B9 Abatement - D First Floor
AB1190 | B9 Abatement - D Penthouse
AB1190 | B9 Abatement - D Second Floor

### Building 8 Demo
- **B1350** | Award B9 Demo Contract
- **B1370** | Establish Power to Building 8
- **P1380** | Award B9 Demo Team Mobilization (Raze Work Plan & Shop Drawings)
- **P1390** | B9 A - Raze permit (CCRA Velocity)
- **P1390** | B9 B - Raze permit (CCRA Velocity)
- **P1400** | B9 C - Raze permit (CCRA Velocity)
- **P1410** | B9 D - Raze permit (CCRA Velocity)
- **B1230** | B9 Trash Removal and Selective Demolition
- **B1190** | B9 Raze - A
- **B1110** | B9 Raze - B
- **B1130** | B9 Raze - C
- **B1120** | B9 Raze - D

### Building 8 Site Restoration
- **B1500** | Earthwork
- **B1510** | Topsoil
- **B1500** | Seeding

### Phase 2 Construction
- **C2010** | Bid Phase 2 Demo Abatement
- **P2-1000** | Mobilize to start work on Building 29
- **C2050** | Master plan steam loop alteration
- **P2-1000** | Apply for "Demo Permit"
- **P2-1040** | Construct 72" Sewer Grade Beam
- **P2-1050** | B9 Abatement - Building 29
- **P2-1060** | Apply for / Receive Raze Permit
- **P2-1070** | Soft Demo - Building 29
- **P2-1070** | Demo - Building 29
- **P2-1070** | Gravel Topsoil / Seed - Building 29 - weather dependent

### Old Activities
- **Start Date**: 08-Sep-17
- **End Date**: 07-Aug-18
- **Run Date**: 29-Feb-16 16:12

---

### DC General Campus Improvements Update 5 plus Pull Plan and Acceleration Info

**Gilbane**
<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Crit</th>
<th>Dur</th>
<th>Remaining Dur</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1010</td>
<td>Master Plan steam loop alteration (tee and valve)</td>
<td></td>
<td>20</td>
<td>20</td>
<td>15-Feb-19</td>
<td>14-Mar-19</td>
</tr>
</tbody>
</table>

2018
<table>
<thead>
<tr>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
</tr>
</thead>
</table>

2019
<table>
<thead>
<tr>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
</tr>
</thead>
</table>

DC General Campus Improvements Update 5 plus Pull Plan and Acceleration Info
Exhibit F: Subcontracting Plan/LSDBE Utilization Plan
SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for government-assisted projects (agency contracts & private project with District subsidy) over $250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), 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 & extensions, it can only be amended with DSLBD’s consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:
▶ For agency solicitations - submit to agency with bid/proposal.
▶ For agency options & extensions - submit to agency before option or extension exercised.
▶ For private projects - submit to DSLBD, agency project manager and District of Columbia Auditor, 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 a 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.

EXEMPTION: If the Beneficiary (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 is not required to subcontract 35% to SBEs.

| BENEFICIARY (✓ which applies) | Prime Contractor or | Developer | INFORMATION: |
|-----------------------------|---------------------|-----------|
| Company: Gilbane Building Company | Contact #: 703-312-7262 | Email address: cozan@gilbaneco.com |
| Street Address: 1100 North Glebe Road Suite 1000 Arlington, VA 22201 |

✓ all that applies. Company is:
- [ ] a SBE [ ] a CBE [ ] CBE Certification Number: 
- [ ] WILL perform the ENTIRE agency contract or private project with its own organization and resources
- [ ] WILL subcontract a portion of the agency contract or private project

Company’s point of contact for agency contract or private project:

Point of Contact: Emre Ozcan
Title: Vice President
Contact #: 703-312-7262
Email address: cozan@gilbaneco.com
Street Address: 1100 North Glebe Road Suite 1000 Arlington, VA 22201

GOVERNMENT-ASSISTED PROJECT (✓ which applies) | Agency Contract or | Private Project | INFORMATION: |

<table>
<thead>
<tr>
<th>AGENCY SOLICITATION</th>
<th>PRIVATE PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation Number: DCAM-18-CS-0017</td>
<td></td>
</tr>
<tr>
<td>Solicitation Due Date:</td>
<td></td>
</tr>
<tr>
<td>Agency: Department of General Services</td>
<td></td>
</tr>
<tr>
<td>Total Dollar Amount of Contract: $21,201,856.00</td>
<td></td>
</tr>
<tr>
<td>Design-Build must include total contract amount for both design and build phase of project.</td>
<td></td>
</tr>
<tr>
<td>35% of Total Dollar Amount of Contract: $7,420,649.60</td>
<td></td>
</tr>
<tr>
<td>Total Amount of All SBE/CBE subcontracts: $7,653,193.00 (include every lower tier)</td>
<td></td>
</tr>
<tr>
<td>District Subsidy:</td>
<td></td>
</tr>
<tr>
<td>Agency Providing Subsidy:</td>
<td></td>
</tr>
<tr>
<td>Amount of District Subsidy:</td>
<td></td>
</tr>
<tr>
<td>Date District Subsidy Provided:</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Project Address:</td>
<td></td>
</tr>
<tr>
<td>Total Development Project Budget: $ (include pre-construction and construction costs)</td>
<td></td>
</tr>
<tr>
<td>35% of Total Development Project Budget: $</td>
<td></td>
</tr>
<tr>
<td>Total Amount of All SBE/CBE subcontracts: $ (include every lower tier)</td>
<td></td>
</tr>
</tbody>
</table>

SBE Subcontracting Plan – Revised October 2014
SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBE's OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strittmatter Metro, LLC</td>
<td>5630 Connecticut Ave NW, WDC 20015 202-269-3200 <a href="mailto:johnstrittmatter@aol.com">johnstrittmatter@aol.com</a></td>
<td>1st</td>
<td>Demolition</td>
</tr>
</tbody>
</table>

Period of subcontract: 02/2018-05/2019
Price to be paid to the SBE/CBE Subcontractor: $3,209,832.00

SBE/ CBE Point of Contact
Name: John Strittmatter
Title: President
Telephone Number: 202-269-3200
Email Address: jstrittmatter@strittmattercompanies.com

SBE/ CBE SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBE's OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Select Tier</td>
<td></td>
</tr>
</tbody>
</table>

Period of subcontract: ______
Price to be paid to the SBE/CBE Subcontractor: ______

SBE/ CBE Point of Contact
Name: ______
Title: ______
Telephone Number: ______
Email Address: ______

I, ______, (Title) (Fulltime Contractor/ Developer) of ______, do hereby swear or affirm the above is true and accurate.

Signature: ______
(Date) 4/3/19

Emre Ozcan
Vice President
Gilbane Building Company

SBE Subcontracting Plan – Revised October 2014
SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (&lt;1&quot;, 2&quot;, 3&quot;, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBE's OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nationwide Electrical Services, Inc.</td>
<td>2625 Evart St NE WDC 20018 202-636-3800 <a href="mailto:jyoung@n-e-s.net">jyoung@n-e-s.net</a></td>
<td>1st</td>
<td>Electrical contractor</td>
</tr>
</tbody>
</table>

Period of subcontract: 02/2018-05/2019

Price to be paid to the SBE/CBE Subcontractor: $736,219.00

☐ All that applies, Subcontractor is:
  ☒ a SBE ☐ a CBE ☐ CBE Certification
  □ LZR70550032021
  ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
  ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

SBE/ CBE Point of Contact

Name: John Young
Title: President
Telephone Number: 202-636-3800
Email Address: jyoung@n-e-s.net

---

SBE/ CBE SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (&lt;1&quot;, 2&quot;, 3&quot;, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBE's OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Select Tier</td>
<td></td>
</tr>
</tbody>
</table>

Period of subcontract: 

Price to be paid to the SBE/CBE Subcontractor: $

☐ All that applies, Subcontractor is:
  ☒ a SBE ☐ a CBE ☐ CBE Certification ☐ LZR70550032021
  ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
  ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

SBE/ CBE Point of Contact

Name: 
Title: 
Telephone Number: 
Email Address: 

I, Emre Ozcan, Vice President, Gilbane Building Company, do hereby swear or affirm the above is true and accurate.

( signature )

(Date) 4/3/19

SBE Subcontracting Plan – Revised October 2014
**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broughton Construction Company</td>
<td>4832 Nannie Helen Burroughs Ave, NE WDC 20019 202-589-0066</td>
<td>1st</td>
<td>Mentor (Protégé)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SBE/ CBE Point of Contact</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Name: Casey Stringer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Title: President</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Telephone Number: 202-589-0066</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Email Address: <a href="mailto:estimating@broughtonconstruction.com">estimating@broughtonconstruction.com</a></td>
</tr>
</tbody>
</table>

**SBE/ CBE SUBCONTRACTOR INFORMATION:** (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

- **Period of subcontract:** 02/2018-05/2019
- **Price to be paid to the SBE/CBE Subcontractor:** $891,980.00
- **All that applies, Subcontractor is:**
  - ☒ a SBE
  - ☒ a CBE
  - ☒ CBE Certification
  - ☐ #LSDZ45603020196
  - ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
  - ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>JJ Prime Services, LLC</td>
<td>1421 Kearsley Ave, WDC 20019 202-399-0060 <a href="mailto:contact@jjprimeservices.com">contact@jjprimeservices.com</a></td>
<td>2nd</td>
<td>Excavation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SBE/ CBE Point of Contact</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Name: Juan Aguirre</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Title: President</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Telephone Number: 202-399-0060</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Email Address: <a href="mailto:contact@jjprimeservices.com">contact@jjprimeservices.com</a></td>
</tr>
</tbody>
</table>

**SBE Subcontracting Plan – Revised October 2014**
**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

**SBE/ CBE SUBCONTRACTOR INFORMATION:** (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBE's OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil and Land Use Technology, Inc.</td>
<td>1818 New York Ave NE, WDC 20002 301-529-7723 <a href="mailto:pperera@salutinc.com">pperera@salutinc.com</a></td>
<td>1st</td>
<td>Industrial hygiene, Safety Inspections</td>
</tr>
</tbody>
</table>

Period of subcontract: 08/2018-12/2018

Price to be paid to the SBE/CBE Subcontractor: $25,600.00

*All that applies, Subcontractor is:*

- [ ] a SBE [ ] a CBE [ ] CBE Certification
- [ ] LSDZ9412012018
- [ ] SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
- [ ] SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

**SBE/ CBE Point of Contact**

- Name: Pradeep Perera
- Title: Project Manager
- Telephone Number: 301-529-7723
- Email Address: pperera@salutinc.com

**SBE/ CBE SUBCONTRACTOR INFORMATION:** (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBE's OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Select Tier</td>
<td></td>
</tr>
</tbody>
</table>

Period of subcontract: 

Price to be paid to the SBE/CBE Subcontractor: $__

*All that applies, Subcontractor is:*

- [ ] a SBE [ ] a CBE [ ] CBE Certification # __
- [ ] SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
- [ ] SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

**SBE/ CBE Point of Contact**

- Name: 
- Title: 
- Telephone Number: 
- Email Address: 

I__, (Name) (Title) (Prime Contractor/ Developer) swear or affirm the above is true and accurate

Emre Ozcan  
Vice President  
Gilbane Building Company  
4/3/19

SBE Subcontracting Plan – Revised October 2014
**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

**SBE/ CBE SUBCONTRACTOR INFORMATION:** (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBE's OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>DC General Construction Inc.</td>
<td>50 RhodeIsland Ave NE, WDC 20002 202-265-0010 <a href="mailto:ben@dcgcc.com">ben@dcgcc.com</a></td>
<td>1st</td>
<td>Campus parking and infrastructure</td>
</tr>
</tbody>
</table>

Period of subcontract: 05/2018-12/2018

Price to be paid to the SBE/CBE Subcontractor: $1,005,130.00

All that applies: Subcontractor is:

- [ ] a SBE
- [x] a CBE
- [x] CBE Certification
- [ ] LSDZ61799072019
- [ ] SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
- [ ] SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

SBE/ CBE Point of Contact

Name: Ben Tesfaye
Title: President
Telephone Number: 202-265-0010
Email Address: ben@dcgcc.com

---

**SBE/ CBE SUBCONTRACTOR INFORMATION:** (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBE's OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Select Tier</td>
<td></td>
</tr>
</tbody>
</table>

Period of subcontract: __________

Price to be paid to the SBE/CBE Subcontractor: $________

All that applies: Subcontractor is:

- [ ] a SBE
- [ ] a CBE
- [ ] CBE Certification
- [ ] SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
- [ ] SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

SBE/ CBE Point of Contact

Name: __________
Title: __________
Telephone Number: __________
Email Address: __________

---

I, [Prime Contractor/ Developer] [Signature]

[Signature] [Date]

swear or affirm the above is true and accurate

Emre Ozcan
Vice President
Gilbane Building Company
4/3/19

SBE Subcontracting Plan – Revised October 2014
### SBE/ CBE Subcontractors (For Each Tier):

#### SBE/ CBE Subcontractor Information:
(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be performed with SBE/CBE's own organization &amp; resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecommunications Development Corp.</td>
<td>1919 13TH ST NW, WDC 20009 202-234-9400 <a href="mailto:info@telcomdc.com">info@telcomdc.com</a></td>
<td>2nd</td>
<td>Low voltage</td>
</tr>
</tbody>
</table>

**Period of subcontract:** 08/2018-12/2018  
**Price to be paid to the SBE/CBE Subcontractor:** $86,240.00

*All that applies: Subcontractor is:*
- [x] a SBE  
- [ ] a CBE  
- [ ] CBE Certification  
- LSDR74229032019

- [ ] SBE/CBE will perform the ENTIRE subcontract with its own organization and resources  
- [ ] SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

| SBE/ CBE Point of Contact | Name: James Woodyard  
| Title: President  
| Telephone Number: 202-234-9400  
| Email Address: info@telcomdc.com |

#### SBE/ CBE Subcontractor Information:
(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be performed with SBE/CBE's own organization &amp; resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>KVA Electrical Contracting</td>
<td>4193 Minnesota Ave NE, Wash, DC 20019 202-745-1890 <a href="mailto:info@kvaelectrical.net">info@kvaelectrical.net</a></td>
<td>1st</td>
<td>Low voltage</td>
</tr>
</tbody>
</table>

**Period of subcontract:** Nov. 27 2018  
**Price to be paid to the SBE/CBE Subcontractor:** $29,870.00

*All that applies: Subcontractor is:*
- [x] a SBE  
- [ ] a CBE  
- [ ] CBE Certification  
- LSDZ24793092021

- [ ] SBE/CBE will perform the ENTIRE subcontract with its own organization and resources  
- [ ] SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

| SBE/ CBE Point of Contact | Name: Jeffrey Knight  
| Title: President  
| Telephone Number: 202-745-1890  
| Email Address: info@kvaelectrical.net |

---

I, [Name] [Title] [Primo Contractor/ Developer], do hereby swear or affirm the above is true and accurate.

[Signature]  
(Date)  

SBE Subcontracting Plan – Revised October 2014
# SBE/ CBE Subcontractors (For Each Tier):

**SBE/ CBE Subcontractor Information:** (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be performed with SBE/CBE's own Organization &amp; Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moogoo, Inc.</td>
<td>1017 Brentwood Rd. NB, WDC 20018 202-255-5669 <a href="mailto:callmogoo@gmail.com">callmogoo@gmail.com</a></td>
<td>2nd</td>
<td>Brick, cement, concrete and masonry work.</td>
</tr>
</tbody>
</table>

- Period of subcontract: 05/2018-06/201
- Price to be paid to the SBE/CBE Subcontractor: $43,276.00

- All that applies, Subcontractor is:
  - ☒ a SBE ☐ a CBE ☒ CBE Certification
  - LSDZ33582102021
  - ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
  - ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be performed with SBE/CBE's own Organization &amp; Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandes &amp; Cassagnol Engineers, PC</td>
<td>5520 Connecticut Ave, NW WDC 20015 202-393-1360</td>
<td>2nd</td>
<td>Abatement, and selective demo</td>
</tr>
</tbody>
</table>

- Period of subcontract: 05/2018-05/2019
- Price to be paid to the SBE/CBE Subcontractor: $23,320.00

- All that applies, Subcontractor is:
  - ☒ a SBE ☐ a CBE ☒ CBE Certification
  - LSDXR21695092019
  - ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
  - ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

**SBE/ CBE Point of Contact**

- Name: John Gibbs
- Title: President
- Telephone Number: 202-255-5669
- Email Address: callmogoo@gmail.com

- Name: Richard Cassagnol
- Title: President
- Telephone Number: 202-393-1360
- Email Address: rcassagnol@bcepc.com

I, Emre Ozcan, Vice President, Gilbane Building Company, do hereby swear or affirm the above is true and accurate.

(Prime Contractor/Developer)

(Date) 4/3/19

SBE Subcontracting Plan – Revised October 2014
**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

<table>
<thead>
<tr>
<th>SBE/ CBE SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SBE/ CBE Company</strong></td>
</tr>
<tr>
<td>R&amp;R Mechanical Contractors</td>
</tr>
<tr>
<td>Period of subcontract: 02/2018-05/2019</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>SBE/ CBE Company</strong></td>
</tr>
<tr>
<td>ISTUDIO</td>
</tr>
<tr>
<td>Period of subcontract: 02/2018-05/2019</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

SBE Subcontracting Plan – Revised October 2014
swear or affirm the above is true and accurate

Emre Ozcan
Vice President
Gilbane Building Company
4/3/19

Complete additional copies as needed.

☐ AGENCY CONTRACTING OFFICER'S USE ONLY OR ☐ AGENCY PROJECT MANAGER'S USE ONLY
(✓ which applies. Only one option should be selected.)

<table>
<thead>
<tr>
<th>AGENCY CONTRACT AWARD</th>
<th>PRIVATE PROJECT SUBSIDY AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency:</td>
<td>Agency Providing Subsidy:</td>
</tr>
<tr>
<td>Prime Contractor:</td>
<td>District Subsidy:</td>
</tr>
<tr>
<td>Contract Number:</td>
<td>Developer:</td>
</tr>
<tr>
<td>Date SBE Subcontracting Plan Accepted:</td>
<td>Amount of District Subsidy:</td>
</tr>
<tr>
<td>Date agency contract signed:</td>
<td>Date District Subsidy Provided/contract signed:</td>
</tr>
<tr>
<td>Anticipated Start Date of Contract:</td>
<td>Anticipated Start Date of Project:</td>
</tr>
<tr>
<td>Anticipated End Date of Contract:</td>
<td>Anticipated End Date of Project:</td>
</tr>
<tr>
<td>Total Dollar Amount of Contract: $</td>
<td></td>
</tr>
</tbody>
</table>

*Design-Build must include total contract amount for both design and build phase of project.

35% of Total Contract Amount: $ __________

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 services or goods.

☐ 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.

☐ Check if developer 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 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 Compliance.Enforcement@dc.gov within five (5) days of signing;

☐ FOR AGENCY CONTRACT the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD 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 __________________________

SBE Subcontracting Plan – Revised October 2014
Exhibit G: First Source Employment Agreement and Employment Plan
April 5, 2018

Tiffany Johnson
Project Engineer
Gilbane Building Company
100 North Glebe Road, Suite 1000
Arlington, VA 22201

Re: First Source Employment Agreement

Dear Ms. Johnson:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Gilbane Building Company, Developer ☑ or General Contractor ☑ or Subcontractor ☑. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: District of Columbia General Family Shelter Campus

You must register and post your job vacancies to the Department of Employment Services’ Virtual One-Stop (VOS) at www.dcnetworks.org.

In addition, you are required to have the following percentage of hours worked by District residents: 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; and 70% of common laborer hours. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project or 60% where applicable.

Reminder: All General Contractors must invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS), website http://firstsource.dc.gov. Additionally, contractors are required to report hours worked percentages throughout the duration of your contract. Contact the monitor listed below regarding LCP Tracker submission.

If you have any questions or need additional information please contact DeCarlo Washington,
(202) 698-5772, decarlo.washington@dc.gov

Sincerely,

Michael Watts
Associate Director
Office of First Source Compliance

Enclosure
GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
CONSTRUCTION PROJECTS ONLY

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION
CONTRACT/SOLICITATION NUMBER: DCAM-18-CS-0017
DISTRICT CONTRACTING AGENCY: Department of General Services
CONTRACTING OFFICER: Frederick Assian
TELEPHONE NUMBER: 202-727-2712
TOTAL CONTRACT AMOUNT: $17,500,000

THIS SECTION TO BE COMPLETED BY GENERAL CONTRACTOR/DEVELOPER ONLY
TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: ____________________________ DATE ____________
☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND
TRANSFER ☐ LAND DISPOSITION ☐ DEVELOP AGREEMENTS ☐ TAX INCREMENT
FINANCING ☐ ANY ADDITIONAL LEGISLATION, IF YES ____________________________
D.C. CODE # ____________________________

GENERAL CONTRACTOR WILL BE REPORTING HIRING OR HOURS WORKED
PERCENTAGES FOR ENTIRE PROJECT OR PER EACH SUBCONTRACTOR ☐

PROJECT NAME: District of Columbia General Family Shelter Campus
PROJECT ADDRESS: 1900 Massachusetts Ave., SE
CITY: Washington STATE: DC ZIP CODE: 20003
PROJECT START DATE: JANUARY 2018 PROJECT END DATE: MAY 2018
EMPLOYER START DATE: JANUARY 2018 EMPLOYER END DATE: MAY 2019

EMPLOYER INFORMATION
EMPLOYER NAME: Briene Building Company
EMPLOYER ADDRESS: 1100 North Glebe Road Suite 1500
CITY: Arlington STATE: VA ZIP CODE: 22209
TELEPHONE NUMBER: 703 CONTACT PERSON: Emme Oronsil
FEDERAL IDENTIFICATION NO.: 03-0165532
TITLE: Vice President
E-MAIL: oronsil@bidwell.com TELEPHONE NUMBER: 703 312-7242

CERTIFIED BUSINESS ENTERPRISES CERTIFICATION NUMBER:
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER:
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME
CONTRACTOR: ____________________________

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) for recruitment, referral, and placement of District of Columbia
residents, 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 use DOES as its first source for recruitment, referral, and placement of new hires or
employees for all jobs created by the Government Assisted Project or Contract (Project). The
EMPLOYER shall meet the 51% of all new hires be District residents on government projects with
government assistance valued between $300,000 and $5 million dollars. However, for construction
projects that receive government assistance valued at $5 million or more, Employers shall be required to
have the following percentage of hours worked by DC residents: 20% of journey worker hours; 60% of
apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the
Project. The percentage of hours worked are based on the total number of hours worked on the Project.
The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the Project.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement:

A. Apprentice means a worker who is employed to learn an apprenticeship 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 project or 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.

C. Contracting Agency means any District of Columbia agency that awarded a government assisted project or 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 or more, including all contractor and subcontractor entities.

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 DC 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 (Project) means any construction or non-construction project or contract that receives funds or resources, valued at $300,000 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 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 the Department of Employment Services.

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 the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. New Hire: Individual(s) newly hired by the company to perform work on a government assisted project or contract.

N. Transfer: Existing company employee who has been moved from one project or contract to another project or contract.

O. Journeyman means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

P. Revised Employment Plan means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of hours to be worked on the project or contract by trade;

2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by DC residents;

3. A projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by DC residents;

---

First Source Employment Agreement Revised October 26, 2017
4. A projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by DC residents;

5. A projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by DC residents;

6. A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;

7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, 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;

9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

10. The designation of a senior official from the EMPLOYER(S) or general contractor who will be responsible for implementing the hiring and reporting requirements;

11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;

12. 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 DC residents from one project or contract to the next;

13. 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 residents;

14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror’s general DC resident hiring practices on projects or contracts completed within the last 2 years.

Q. 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.

R. 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,
S. 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 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.

B. The EMPLOYER shall require all Project contractors and Project subcontractors with contracts or subcontracts totaling $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. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.

E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER’S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER’S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401-1431.

G. 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 Project 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.

H. The EMPLOYER who contracts 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. Let 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.

I. 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.

First Source Employment Agreement Revised October 25, 2017
2. Notify DOES within 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.

J. 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.

K. 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 the attached Revised Employment Plan that will include the information outlined in Section I.N., above.

B. The EMPLOYER shall post all job vacancies with the Job Bank Services of DOES at http://does.dc.gov within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.

C. The EMPLOYER shall notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' 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.C.

E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, 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 Project. 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 set forth above in Section IV.C.
B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. 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 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, the EMPLOYER shall still be required to meet the First Source hiring requirements or hours worked percentages for all jobs created by the Project.

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 is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.

B. EMPLOYER with Projects that received government assistance valued at a minimum of $300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.

C. EMPLOYER with Projects that received government assistance totaling $5 million or more shall meet the following hours worked percentages for all jobs created by the Project:

1. At least 20% of journey worker hours by trade shall be performed by DC residents;
2. At least 60% of apprentice hours by trade shall be performed by DC residents;
3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
4. At least 70% of common laborer hours shall be performed by DC residents.

D. EMPLOYER shall create a user name and password for the First Source Employer Reporting System for electronic submission of all monthly Contract Compliance data, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.

E. EMPLOYER with Projects valued at a minimum of $300,000 shall provide the following monthly and cumulative statistics on the First Source On-line Registration & Reporting system:

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 Project;
5. Number of DC residents transferred to the Project;
6. Direct or indirect labor cost associated with the project;
7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
8. Workforce statistics throughout the entire project tenure.

F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects receiving $5 million or more, shall provide the following monthly and cumulative statistics:

1. Number of journey worker hours worked by DC residents by trade;
2. Number of hours worked by all journey workers by trade;
3. Number of apprentice hours worked by DC residents by trade;
4. Number of hours worked by all apprentices by trade;
5. Number of skilled laborer worker hours worked by DC residents by trade;
6. Number of hours worked by all skilled laborers by trade;
7. Number of common laborer hours worked by DC residents by trade; and
8. Number of hours worked by all common laborers by trade.

G. EMPLOYER can "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents.

H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.

I. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.

J. Monthly, EMPLOYER shall submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

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 or hours worked percentage requirements for all jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or

2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project 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 or hours worked percentage requirements for all jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:

1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; 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.

3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or

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 Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;

2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;

3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;

4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;

5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;

6. Whether the EMPLOYER interviewed employable candidates;

7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;

8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;

9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

IX. MONITORING

A. DOES is the District agency authorized to monitor and enforce the requirements of the

First Source Employment Agreement Revised October 26, 2017
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). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project 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 Projects as authorized by law. DOES will:

1. Review all contract controls to determine if Prime Contractors and Subcontractors are subject to DC Law 14-24.

2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.

3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy certified 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 project, contractor, and subcontractors' hiring or hours worked percentages.

8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. *(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)*

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 project or 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 Contracting Agency imposing a penalty equal to 18% of the total amount of the direct and indirect labor costs of the project or contract for each percentage by which the beneficiary fails to meet the hiring requirements.

First Source Employment Agreement Revised October 26, 2017
B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 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.

By:

Emre Ozcan
EMPLOYER Senior Official (Print)
EMPLOYER Senior Official (Signature)

Gilbane Building Company
Name of Company
1100 North Glebe Road
Arlington, VA 22201
Address
702-312-7262
Telephone
eozcan@gilaneco.com
Email

[Signature]
Signature Department of Employment Services

2.2.2015
Date

4.5.18
Date
EMPLOYMENT PLAN

NAME OF EMPLOYER: Gilbane Building Company
ADDRESS OF EMPLOYER: 1100 North Glebe Road, Suite 100 Arlington, VA 22201
TELEPHONE NUMBER: 703-312-7240 FEDERAL IDENTIFICATION NO.: 05-0495530
CONTACT PERSON: Emre Ozcan TITLE: Vice President
E-MAIL: eozcan@gilbaneco.com TYPE OF BUSINESS: Construction Management

DISTRICT CONTRACTING AGENCY/DEVELOPER: Department of General Services
CONTRACTING OFFICER: Eloise Fripp TELEPHONE NUMBER: 202-727-2733
PROJECT NAME: DC General Campus Improvements CONTRACT AMOUNT: $11,000,000.00
EMPLOYER CONTRACT AMOUNT: $11,000,000.00
PROJECT START DATE: January 2018 PROJECT END DATE: May 2019
EMPLOYER START DATE: January 2018 EMPLOYER END DATE: May 2019

IF GENERAL CONTRACTOR SELECT IF YOU WILL BE REPORTING HOURS WORKED PERCENTAGES FOR ENTIRE PROJECT □ OR PER EACH SUBCONTRACTOR □

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th># OF JOBS</th>
<th>SALARY RANGE</th>
<th>UNION MEMBERSHIP REQUIRED</th>
<th>PROJECTED HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No new jobs will be created.
**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.

<table>
<thead>
<tr>
<th>NAME OF EMPLOYEE</th>
<th>CURRENT DISTRICT RESIDENT</th>
<th>WARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tiffany Johnson</td>
<td>☑</td>
<td>5</td>
</tr>
<tr>
<td>Christopher White</td>
<td>☑</td>
<td>5</td>
</tr>
<tr>
<td>Michael Garner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

Gilbane Building Company is the General Contractor for this project and all DOES requirements will be collectively met by the Subcontractors hired for this project.
MODIFICATION OF CONTRACT

1. Contract Number
   DCAM-18-CS-0017

2. Modification Number
   Modification 4

3. Effective Date
   See Block 16C

4. Requisition/Purchase Request No.
   NA

5. Capiton
   Design-Build Services - DC General Family Shelters

6. Issued By:
   Department of General Services
   Contracting and Procurement Division
   2000 14th Street, 8th Floor
   Washington, DC 20009

7. Administered By (if other than line 6)
   Department of General Services
   Capital Construction Division
   1250 U Street, 4th Floor
   Washington, DC 20009

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
   Gilbane Building Company
   110 N. Glebe Road, Suite 1000
   Arlington, VA 22201

9. Amendment of Solicitation No.
   9A. Amendment of Solicitation No.
   9B. Dated (See item 11)
   9C. Dated (See item 13)

    10A. Modification of Contract/Order No.
    10B. Dated (See item 13)

11. This item only applies to amendments of solicitations
    The above-numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended.
    Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15 and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
    or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. Failure of your acknowledgement to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the hour and date specified.

12. Accounting and Appropriation Data (if required)

13. This item applies only to modifications of contracts/orders, it modifies the contract/order no. as described in item 14
    A. This change order is issued pursuant to: (Specify Authority)
       The changes set forth in item 14 are made in the contract/order no. in item 10A.
    B. The above-numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14.
    C. This supplemental agreement is entered into pursuant to authority of: Title 27 DCMR Section 4728 and Contract DCAM-18-CS-0017
    D. Other (Specify type of modification and authority) Contract DCAM-18-CS-0017

E. IMPORTANT: Contractor is not, x is required to sign this document and return 1 copy to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Contract No. DCAM-18-CS-0017 to provide Design-Build Services for DC General Family Shelters:

1 Substantial Completion Date is hereby extended to December 31, 2019.

2 Final Completion Date is hereby extended to February 13, 2020.

3 The Agreement shall have an administrative term (the "Administrative Term") that runs from the effective date of the Notice to April 15, 2020. In addition, within this time the Design-Builder shall execute and submit a Final Release of Liens and Claims in a form and format required by the Contracting Officer, inclusive of providing the Department with a complete set of any product manuals (O&M) and training videos. The Administrative Term is established for the sole purpose of permitting the Department's Office of the Chief Financial Officer to process payments in the event any payments become due. Notwithstanding the foregoing, nothing herein shall be construed to extend the Substantial Completion Date; extend the Final Completion Date; or limit the Department's ability to assess liquidated damages thereon.

4 This is a no cost modification.

15A. Name and Title of Signer (Type or print)
   [Signature and Title]

15B. Signature of Contractor
   [Signature of person authorized to sign]

15C. Date Signed
   7/26/19

15D. District of Columbia
   [Signature of Contracting Officer]

15E. Date Signed
   7/27/2019
(Continuation)

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Modification No.</th>
<th>Page of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>DCAM-18-CS-0017</td>
<td>Modification No. 4</td>
<td>2 of 2</td>
</tr>
</tbody>
</table>

5. All other Terms and Conditions remain unchanged.

6. Contract Recap:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter Contract</td>
<td>1/12/18</td>
<td>$950,000.00</td>
</tr>
<tr>
<td>Contract</td>
<td>3/23/18</td>
<td>$10,050,000.00</td>
</tr>
<tr>
<td>Modification 1</td>
<td>7/2/18</td>
<td>$ -</td>
</tr>
<tr>
<td>Modification 2</td>
<td>8/23/18</td>
<td>$ -</td>
</tr>
<tr>
<td>Modification 3</td>
<td>6/10/19</td>
<td>$10,201,856.00</td>
</tr>
<tr>
<td>Modification 4</td>
<td>7/27/19</td>
<td>$ -</td>
</tr>
<tr>
<td>Contract Total</td>
<td></td>
<td>$21,201,856.00</td>
</tr>
</tbody>
</table>
MODIFICATION OF CONTRACT

1. Contract Number
   DCAM-18-CS-0017

2. Modification Number
   Modification 5

3. Effective Date
   See Block 16C

4. Requisition/Purchase Request No.
   NA

5. Caption
   Design-Build Services - DC General Family Shelters

6. Issued By:
   Department of General Services
   Contracting and Procurement Division
   2000 14th Street, 6th Floor
   Washington, DC 20009

7. Administered By (If other than line 6)
   Department of General Services
   Capital Construction Division
   1250 U Street, 4th Floor
   Washington, DC 20009

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
   Gilbane Building Company
   110 N. Glebe Road, Suite 1000
   Arlington, VA 22201

9A. Amendment of Solicitation No.

9B. Dated (See item 11)

10A. Modification of Contract/Order No.
     DCAM-18-CS-0017

10B. Dated (See item 13)
     January 12, 2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

   The above number solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended.
   Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

   A. This change order is issued pursuant to: (Specify Authority)
      The changes set forth in item 14 are made in the contract/order no. in item 10A.

   B. The above number contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14.

   C. This supplemental agreement is entered into pursuant to authority of: Title 27 DCMR Section 4728 and Contract DCAM-18-CS-0017

   D. Other (Specify type of modification and authority) Contract DCAM-18-CS-0017

   [X] IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copy to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible)

   Contract No. DCAM-18-CS-0017 to provide Design-Build Services for DC General Family Shelters:

   1 Substantial Completion Date is hereby extended to February 28, 2020.

   2 Final Completion Date is hereby extended to April 10, 2020.

   3 The Agreement shall have an administrative term (the "Administrative Term") that runs from the effective date of the Notice to June 15, 2020. In addition, within this time the Design-Build shall execute and submit a Final Release of Liens and Claims in a form and format required by the Contracting Officer, inclusive of providing the Department with a complete set of any product manuals (O&M) and training videos. The Administrative Term is established for the sole purpose of permitting the Department's Office of the Chief Financial Officer to process payments in the event any payments become due. Notwithstanding the foregoing, nothing herein shall be construed to: extend the Substantial Completion Date; extend the Final Completion Date; or, limit the Department's ability to assess liquidated damages thereon.

   4 This is a no cost modification.

15A. Name and Title of Signer (Type or print)
   Paul J. Choquette III

15B. Signature of Contractor
   [Signature]

15C. Date Signed
   7/26/19

16A. Name of Contracting Officer
   George C. Lewis

16B. District of Columbia
   [Signature of Contracting Officer]

16C. Date Signed
   7/27/19
5. All other Terms and Conditions remain unchanged.

6. Contract Recap:

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Modification No.</th>
<th>Page of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>DCAM-18-CS-0017</td>
<td>Modification No. 5</td>
<td>2 of 2</td>
</tr>
</tbody>
</table>

Letter Contract 1/12/18 $950,000.00
Contract 3/23/18 $10,050,000.00
Modification 1 7/2/18 $-
Modification 2 8/23/18 $-
Modification 3 6/10/19 $10,201,856.00
Modification 4 7/27/19 $-
Modification 5 12/30/2019 $-
Contract Total $21,201,856.00
MODIFICATION OF CONTRACT

16A. Name of Contracting Officer
George G. Leval

16B. Date Signed
16C. Date Signed
2/20/20
2/27/2020

1. Contract Number
DCAM-18-CS-0017

2. Modification Number
Modification 6

3. Effective Date
See Block 16C

4. Requisition/Purchase Request No.
NA

5. Caption
Design-Build Services - DC General Family Shelters

6. Issued By
Department of General Services
Contracting and Procurement Division
2000 14th Street, 8th Floor
Washington, DC 20009

7. Administered By (if other than line 6)
Department of General Services
Capitol Construction Division
1230 U Street, 4th Floor
Washington, DC 20009

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
Gilbane Building Company
110 N. Glebe Road, Suite 1000
Arlington, VA 22201

9A. Amendment of Solicitation No.

9B. Dated (See Item 11)

10A. Modification of Contract/Order No.
DCAM-18-CS-0017

10B. Dated (See Item 13)
January 12, 2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers must be extended as set forth in Item 14. The contract or order is extended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and file amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

A. This change order is issued pursuant to: (Specify Authority)
The changes set forth in Item 14 are made in the contract/Order No. in Item 10A.

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14.

C. This supplemental agreement is entered into pursuant to authority of: Title 27 DCMR Section 4728 and Contract DCAM-18-CS-0017

D. Other (Specify type of modification and authority) Contract DCAM-18-CS-0017

14. Description of amendment/modification (Organized by UCP Section headings, including solicitation/contract subject matter where possible.)

Contract No. DCAM-18-CS-0017 to provide Design-Build Services for DC General Family Shelters:

1 Substantial Completion Date is hereby extended to May 31, 2020.

2 Final Completion Date is hereby extended to July 10, 2020.

3 The Agreement shall have an administrative term (the "Administrative Term") that runs from the effective date of the Notice to September 15, 2020. In addition, within this time the Design-Builder shall execute and submit a Final Release of Lien and Claims in a form and format required by the Contracting Officer, inclusive of providing the Department with a complete set of any product manuals (C&M) and training videos. The Administrative Term is established for the sole purpose of permitting the Department's Office of the Chief Financial Officer to process payments to the extent any payments become due. Notwithstanding the foregoing, nothing herein shall be construed to: extend the Substantial Completion Date; extend the Final Completion Date; or, limit the Department's ability to assess liquidated damages thereon.

4 This is a no cost modification.
(Continuation)

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Modification No.</th>
<th>Page of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>DCAM-18-CS-0017</td>
<td>Modification No. 6</td>
<td>2 of 2</td>
</tr>
</tbody>
</table>

5. All other Terms and Conditions remain unchanged.

8. Contract Recap:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter Contract</td>
<td>1/12/18</td>
<td>$950,000.00</td>
</tr>
<tr>
<td>Contract</td>
<td>3/23/18</td>
<td>$10,050,000.00</td>
</tr>
<tr>
<td>Modification 1</td>
<td>7/2/18</td>
<td>$</td>
</tr>
<tr>
<td>Modification 2</td>
<td>8/23/18</td>
<td>$</td>
</tr>
<tr>
<td>Modification 3</td>
<td>6/10/19</td>
<td>$10,201,866.00</td>
</tr>
<tr>
<td>Modification 4</td>
<td>7/27/19</td>
<td>$</td>
</tr>
<tr>
<td>Modification 5</td>
<td>12/30/2019</td>
<td>$</td>
</tr>
<tr>
<td>Modification 6</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contract Total</td>
<td></td>
<td>$21,201,866.00</td>
</tr>
</tbody>
</table>
MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>2. Modification Number</th>
<th>3. Effective Date</th>
<th>4. Requisition/Purchase Request No.</th>
<th>5. Caption</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modification 7</td>
<td>See Block 16C</td>
<td>NA</td>
<td>Design-Build Services - DC General Family Shelters</td>
</tr>
</tbody>
</table>

6. Issued by:
Department of General Services  
Contracting and Procurement Division  
2000 14th Street, 8th Floor  
Washington, DC 20009

7. Administered by (if other than line 6):  
Department of General Services  
Capital Construction Division  
1259 U Street, 4th Floor  
Washington, DC 20009

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
Gilbane Building Company  
1100 N. Glebe Road, Suite 1000  
Arlington, VA 22201

9A. Amendment of Solicitation No.

BB. Dated (See Item 11)

10A. Modification of Contract/Order No.

DCAM-18-CS-0017

12. Accounting and Appropriation Date (If Required)

13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. 

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing lines 8 and 10, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. IT IS THE RESPONSIBILITY OF the contractor to change the offer before submitting it. Failure to do so may result in the offer being rejected. 

14. This item applies only to modifications of contracts/orders, it modifies the contract/order no. as described in Item 14.

A. This change order is issued pursuant to: (Specify Authority)
The changes are for: (item 14) as stated in the contract/order no. as stated in Item 10A.

B. The above numbered contract/order is modified to reflect the administrative change(s) (such as changes in pricing, approval of additional work, etc.) set forth in Item 14.

C. This supplemental agreement is entered into pursuant to authority of: Title 27 DCMR Section 4728 and Contract DCAM-18-CS-0017

D. Other (Specify type of modification and authority)  
Contract DCAM-18-CS-0017

15. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

16. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Contract No. DCAM-18-CS-0017 to provide Design-Build Services for DC General Family Shelters:

1. Reallocation of funds totaling $1,364,634.00 from existing trade schedule of values into the following three groups so that additional Phase Three Hazardous Material Abatement can be provided:

   HOLD 2  
   Project Electrical $55,000.00  
   Construction Contingency $90,634.40  
   Hold H4 $1,219,000.00

The details of each reallocation are provided in Exhibit A

2. This is a no cost modification.

3. All other terms and conditions remain unchanged.

15A. Name of Contractor (Type or print)

15B. Signature of Contractor

16. Name of Contracting Officer

16A. Date Signed

16B. Title of Contracting Officer

16C. Date Signed
4. Contract Recap:

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Modification Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter Contract</td>
<td></td>
<td>1/12/18</td>
<td>$950,000.00</td>
</tr>
<tr>
<td>Contract</td>
<td>Target GMP</td>
<td>3/23/19</td>
<td>$10,050,000.00</td>
</tr>
<tr>
<td>Modification 1</td>
<td>Revise Scope</td>
<td>7/2/19</td>
<td>$</td>
</tr>
<tr>
<td>Modification 2</td>
<td>Project Labor Agreement</td>
<td>9/23/19</td>
<td>$</td>
</tr>
<tr>
<td>Modification 3</td>
<td>GMP Amendment</td>
<td>6/10/19</td>
<td>$10,201,856.00</td>
</tr>
<tr>
<td>Modification 4</td>
<td>Extend Substantial Completion, Final Completion and Administrative term</td>
<td>7/27/19</td>
<td>$</td>
</tr>
<tr>
<td>Modification 5</td>
<td>Extend Substantial Completion, Final Completion and Administrative term</td>
<td>12/30/2019</td>
<td>$</td>
</tr>
<tr>
<td>Modification 6</td>
<td>Extend Substantial Completion, Final Completion and Administrative term</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Modification 7</td>
<td>Zero Dollar Modification Reallocation of Funding</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contract Total</td>
<td></td>
<td></td>
<td>$20,261,856.00</td>
</tr>
</tbody>
</table>
By E-Mail: chris.wright@dc.gov

December 13, 2019

GBC-LTR-DGS-020-R1
DCAM-18-CS-0018

Mr. Chris Wright
Project Manager
Capital Construction Services
Department of General Services
1250 U St. NW, 3rd Floor
Washington, DC 20009

Re: D.C. General Campus Improvements, Contract No. DCAM-18-CS-0017

Subject: Reallocate Funding to Hold H4 – Additional Ph. Three HazMat Abatement

Dear Mr. Wright:

Pursuant to our review of the over the shoulder review of the October and November Payment Application #13 in last Thursday’s (12/5/19) Progress Meeting, the following information is our request to reallocate funding from existing trade schedule of values into various other holds in order to invoice for work. Please reference Exhibit A. Based on the current schedule, DGS must formally replenish the required trade schedule of value items by February 1, 2020 in order for these tasks to proceed on schedule.

1) Funding Reallocation from 30F to Hold H12 under 26B
   a. Line 2: DGS has directed the Gilbane team to not proceed with the Steam Plant and Campus Loop investigation. We are requesting to reallocate the $55,000.00 set aside for our design team into our electrical package.
   b. This voids the previous notification/request sent on September 17, 2019.

2) Funding Reallocation from 28C to Construction Contingency
   a. Line 5: The FY2019 Parking Management of the DOC & DHS Parking Lots concluded in May of 2019. Therefore, the remaining balance of $90,634.40 is not needed and is being requested to be reallocated to Construction Contingency.

3) Funding Reallocation from 02B to Hold H4 – Additional Ph. Three ACM Abatement
   a. Line 8: While the New Wall Submittals SOV will not be touched, we are requesting that the funding of $435,000.00 for the construction of the Phase Three New Wall be reallocated to the Hold H4 to allow us to invoice additional ACM abatement from Phase Three. We are not planning to start the construction of the new wall elements until February 2020.
   b. Line 9: The site demolition will not occur until Phases Two and Three are complete, requesting the funding of $149,000.00 be transferred but keeping the same milestone of February 1st.
c. Line 10: As of now, the Phase Two footprint will not be backfilled until the demolition is complete and Phase Three will follow Phase Two. Requesting the $240,000.00 be reallocated in the interim until February 1, 2020.
d. Line 11: Phase Two and Three import will officially start as Phase Three is almost demolished, not anticipating to invoice this SOV until February.
e. Line 12: Phase Two and Three backfill will likely commence in the Spring of 2020, requesting the transfer of $95,000.00.
f. Line 13: Grading will commence after backfill in the Spring of 2020, requesting the transfer of $75,000.00.
g. Line 14: Seeding and Straw will occur after backfill, requesting the transfer of $25,000.00.
h. Requesting $1,219,000.00 in total be reallocated as interim measure to invoice the Phase Three additional abatement until February of 2020.

Please let us know if we are approved to proceed to facilitate billing. Most of these items will be replenished, as the first funding request is implemented, items such as 1.a. and 2.a. will be directed to Construction Contingency.

Thank you in advance for your assistance in this matter. Should you have any questions, please do not hesitate to contact us.

Sincerely,
GILBANE BUILDING COMPANY

Christopher White
DC General Campus Improvements Project
(202) 373-4080

c: Jeff Licklider, DGS
   Franklin Austin, DGS
   Jon Seavey, Gilbane
   Project File

e: Exhibit A: 2019-12-13_Trade Cost Funding Reallocation Table
## Exhibit A

### Funding Reallocation to Hold 12 - Project Electrical under 26B

<table>
<thead>
<tr>
<th>Trade Package</th>
<th>Scope/Name</th>
<th>Current Amount</th>
<th>Allocate to H12</th>
<th>Remainder</th>
</tr>
</thead>
<tbody>
<tr>
<td>30F</td>
<td>Steam Plant and Loop Investigation</td>
<td>$55,000.00</td>
<td>$55,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$55,000.00</td>
<td>$55,000.00</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### Funding Reallocation to Construction Contingency

<table>
<thead>
<tr>
<th>Trade Package</th>
<th>Scope/Name</th>
<th>Current Amount</th>
<th>Allocate to CC</th>
<th>Remainder</th>
</tr>
</thead>
<tbody>
<tr>
<td>28C</td>
<td>FY2019 Parking Management</td>
<td>$90,634.40</td>
<td>$90,634.40</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$90,634.40</td>
<td>$90,634.40</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### Funding Reallocation to Hold H4 under 02B

<table>
<thead>
<tr>
<th>Trade Package</th>
<th>Scope/Name</th>
<th>Current Amount</th>
<th>Allocate to H12</th>
<th>Remainder</th>
</tr>
</thead>
<tbody>
<tr>
<td>02B</td>
<td>Phase Three New Wall</td>
<td>$435,000.00</td>
<td>$435,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td>02B</td>
<td>Phase Two/Three Site Demo</td>
<td>$149,000.00</td>
<td>$149,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td>02B</td>
<td>Phase Two/Three Crushing</td>
<td>$240,000.00</td>
<td>$240,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td>02B</td>
<td>Phase Two/Three Import</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td>02B</td>
<td>Phase Two/Three Backfill</td>
<td>$95,000.00</td>
<td>$95,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td>02B</td>
<td>Phase Two/Three Grading</td>
<td>$75,000.00</td>
<td>$75,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td>02B</td>
<td>Phase Two/Three Seed and Straw</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,219,000.00</td>
<td>$1,219,000.00</td>
<td>$ -</td>
</tr>
</tbody>
</table>

December 13, 2019
1. **Guaranteed Maximum Price**
   - Increased from $21,201,856.00 by $5,000,000.00 to $26,201,856.00.

2. **Substantial Completion**

3. **Final Completion**
   - Extended to October 31, 2020.

4. **Administrative Term**
   - Extended to September 30, 2021.

5. **Design Builder’s Responsibilities**
   - Modified to include additional services described in Attachment A, Scope of Work and Attachment B, Design Builder’s proposal.

### Contracting Officer’s Technical Representative (COTR)

- Christopher Wright
- Project Manager
- Capital Construction Division
- Department of General Services
- 1250 U Street, NW 3rd Floor
- Washington, DC 20009
- Phone (202) 870-4839
- email: chris.wright@dc.gov

---

**E. IMPORTANT:**

Contractor is not, is required to sign this document and return Attachments C and D respectively.

**D. Other**

- Contract DCAM-18-CS-0017

---

**X. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Offers must acknowledge receipt of this amendment to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing Items 8 and 15, and returning 1 copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

---

**14. Description of amendment/modification**

Contract No. **DCAM-18-CS-0017** to provide Design-Build Services for DC General Family Shelters:

1. **Section 1.1 of the GMP Amendment (Modification 3) Guaranteed Maximum Price** is hereby increased from $21,201,856.00 by $5,000,000.00 to $26,201,856.00.
2. **Section 3.1 of the GMP Amendment (Modification 3) Substantial Completion** is hereby extended to September 30, 2020.
3. **Section 3.2 of the GMP Amendment (Modification 3) Final Completion** is hereby extended to October 31, 2020.
4. **Section 3.3 of the GMP Amendment (Modification 3) Administrative Term** is hereby extended to September 30, 2021.
5. **Section 4.1 of the GMP Amendment (Modification 3) Design Builder’s Responsibilities** is hereby modified to include the additional services described in Attachment A, Scope of Work and Attachment B, Design Builder’s proposal.
6. **Contracting Officer’s Technical Representative (COTR)**

   - Christopher Wright
   - Project Manager
   - Capital Construction Division
   - Department of General Services
   - 1250 U Street, NW 3rd Floor
   - Washington, DC 20009
   - Phone (202) 870-4839
   - email: chris.wright@dc.gov

---

**7. The revised SBE Subcontracting Plan and First Source Agreements are hereby incorporated into the contract and are provided as Attachments C and D respectively.**
8 All other terms and conditions remain unchanged.

9 This modification represents a full accord and satisfaction for the events giving rise to the modification as expressly set forth herein and by accepting this modification, the Design-builder hereby releases any claim it may have by virtue of the events giving rise to this modification. This is a full and final release of all claims stated herein.

10 **Contract Recap**

<table>
<thead>
<tr>
<th>Modification No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Revise Scope</td>
<td>$ -</td>
</tr>
<tr>
<td>2</td>
<td>Project Labor Agreement</td>
<td>$ -</td>
</tr>
<tr>
<td>3</td>
<td>GMP Amendment</td>
<td>$ 10,201,856.00</td>
</tr>
<tr>
<td>4</td>
<td>Extend Substantial Completion, Final Completion and Administrative term</td>
<td>$ -</td>
</tr>
<tr>
<td>5</td>
<td>Extend Substantial Completion, Final Completion and Administrative term</td>
<td>$ -</td>
</tr>
<tr>
<td>6</td>
<td>Extend Substantial Completion, Final Completion and Administrative term</td>
<td>$ -</td>
</tr>
<tr>
<td>7</td>
<td>Zero Dollar Modification Reallocation of Funding</td>
<td>$ -</td>
</tr>
<tr>
<td>8</td>
<td>Increase in GMP to fund additional abatement hazardous materials</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td><strong>Contract Total</strong></td>
<td>$ 26,201,856.00</td>
</tr>
</tbody>
</table>
Additional services are required to proceed with demolition of the Core Building of the former DC General Hospital, and to satisfactorily complete the associated site improvements project.

Significant quantities of previously unknown Asbestos Containing Materials (ACMs) have been discovered within the Core Building and must be abated prior to structural demolition. While the GMP includes $2M for the purpose of abating unforeseen hazardous materials in the Core Building, the cost to abate the quantities actually identified far exceed this $2M reserve.

The work required to perform this additional abatement comprises the great majority of this proposed modification. Also included is additional work related to salvaging playground equipment, removal, cleaning and storage of medical documents discovered within the Core Building, general conditions and fees for additional abatement work already completed under the $2M allowance within the original GMP, and the provision of temporary generator power to the Department of Corrections Video Visitation Facility.

The Contractor shall provide all equipment, labor and supervision necessary to perform the following:

1. Preliminary demolition of interior walls on each of seven (7) floors of the Core Building as necessary to expose all pipe chases for the facilitation of subsequent abatement activities.

2. Additional Hazardous Materials Abatement, as follows:
   a. 352,995 SF of ACM floor tile and mastic
   b. 31,746 LF of ACM duct mastic
   c. 1,389 SF of ACM Transite vent hood panels
   d. 110,173 LF of ACM fiberglass pipe insulation
   e. 2,275 LF of ACM cementitious pipe insulation
   f. 2,277 EA ACM insulation at pipe fittings
   g. 6,048 CU FT of ACM debris
   h. 9,426 CU FT of friable ACM debris
   i. 39,633 SF of ACM contaminated surfaces
   j. 47,168 SF of ACM cementitious duct insulation
   k. 8 20-cubic-yard ACM containers
   l. 5 30-cubic-yard ACM containers
3. Cleaning, removal and storage of all ACM-contaminated medical records discovered within the Core Building. Includes the rental of two climate-controlled mobile storage trailers for nine (9) months and the installation of temporary electrical power as necessary for each.

4. Removal and storage of non-contaminated medical records discovered within the Core Building.

5. Installation of generator power for the Department of Corrections Video Visitation Facility, including daily maintenance and weekly refueling as necessary, until permanent power and a permanent generator can be supplied to the facility by others.

6. General Conditions (at 2.7%) and fee (at 5%) for additional Phase III hazardous materials abatement work performed under the original $2M allowance held for this purpose within the original GMP.

7. Salvage and storage of site playground equipment for potential later reuse.
Attachment B
Dear Mr. Wright:

Thank you for the proactive and open discussion on Thursday, March 12\textsuperscript{th}. The following is an update to the draft letter shared with DGS on March 9\textsuperscript{th} and the subsequent letter sent on March 18\textsuperscript{th} to summarize our discussion as a path forward to successfully complete (Final Completion) of the DC General Campus Improvements Project by September 30, 2020. Updates and revisions to the March 18\textsuperscript{th} draft have been highlighted in yellow. Items such as unforeseen conditions, the DC Water Phase Three Raze Requirements and the COVID-19 implications are not considered. Our discussion did not consider the current situation that the District is experiencing with the COVID-19 Pandemic, therefore, please consider the following as our intention as construction still progresses this week.

1) DGS stated that funding is in place for at least the first two requests:
   a. Note #4 below: $2,449,592.19 to fund the remainder of our original contract in this Fiscal Year.
   b. Note #8 below: $5,000,000.00 funding the additional abatement as well as other out of scope changes of work.
   c. DGS to confirm funding availability for these two requests as well as the anticipated $2,500,000.00 Gilbane general conditions and project extension as well as reimbursement of other works that were out of scope.

2) Through the February invoice, the contract has $1,215,480.64 that is actually funded, that we could actually invoice. Gilbane will proceed with the Phase Two scopes and other items to continue the project through March. However, we cannot perform the in-scope transfers through the Contracting Office and the formal modification. Modification #6 that was just executed took two and half months, unfortunately, we do not have this timing left. We will submit formal transfers to be approved by the Contracting Officer or COTR for invoicing on that transfer within five business days.

3) Due to the resignation of Jeff Licklider, DGS needs to designate a new COTR by March 24\textsuperscript{th}—still outstanding.
4) As discussed in the February 27th Progress Meeting, DGS expects the $2,449,592.19 that is currently not funded to be funded and executed by mid-March. We need a commitment from DGS that we will have the Purchase Order for signature by March 24th. Purchase Order information sent on March 18, 2020.

5) Due to the lack of payment for the outstanding Phase Three additional abatement, NorthStar has verbally notified Strittmatter that it will proceed with a lawsuit to be paid. Through February’s invoice, $1,944,634.00 remains outstanding less retention to be paid to NorthStar. Gilbane will then formally request to pay Strittmatter/NorthStar the $1,600,000.00 less retention (approximately 80%) from the $2,449,592.19 that will be executed, leaving a variance of $842,592.19 that is available from that implementation of funding.

6) Combining the $1,215,480.64 that remains now with the $842,592.19, the Gilbane Team will ensure that the project proceeds on schedule (if not ahead as anticipated) through April. We expect to finish demo and restore Phase Two – Building #29 and perform the soft stripping and structural preparation including the roof removal for the Phase Three – Core Building Structural Demolition.

7) Gilbane will manage the project for $80,000 per month reimbursement of general conditions and staffing through the end of the project. The additional General Conditions covers the foreseeable additional field staffing and a G.O. Services Carpenter. Gilbane will invoice these General Conditions as warranted and within DGS’ funding.

8) This combination totaling $2,058,072.83 will be managed to ensure that the scopes listed in #6 continue as well as pay for other activities such as:
   a. Phase Three Raze Permit
   b. Other Permits such as DC Water Utility Abandonments, DDOT Public Space renewal, DC Water Bond for working over the Lower ESI Sewer, etc.
   c. Any potential additional Asbestos Containing Materials in the Core Building
   d. Unforeseen water lines that need to be abandoned

9) The Gilbane Team cannot proceed with the Phase Three Structural Demolition until DGS has firmly committed that the purchase order for the $5,000,000.00 extension will be in Gilbane’s hands by April 25, 2020. We would need this commitment by April 6th. If commitment is received, demolition would commence in mid-April, ahead of schedule. From the meeting, DGS expected the package to be sent to its internal legal team by March 16th once it received its CFO letter. Processing is expected to take seven to ten business days, therefore, complete by March 27th. Then, the package is submitted to DC Council by the first week of April for a passive review of no more than ten calendar days.

10) Additionally, we need DGS’s assistance in relieving the imposed requirements from DC Water to ensure the demolition of Phase Three and restoration of Two and Three are completed in a timely manner. The schedule can be advanced if the stormwater water infrastructure is removed.

11) The Gilbane Team has been tabulating all of the additional costs to complete the project by September 30, 2020 and expect it to be in the neighborhood of $4,800,000.00. This reimbursement consists of out of scope work that has been completed as well as the remainder of Gilbane’s General Conditions. Some items to consider for the $2,300,000 increase are the potential Phase Three DC Water requirements, the additional Phase Three ACM abatement and other items that have been recently discussed. This formal request will be reviewed in draft form with DGS by March 20, 2020 (sent the week of
March 23rd) to be formally submitted by March 31, 2020. DGS has to make a commitment to providing Gilbane the Purchase Order for this final extension by June 26, 2020. DGS expects this to be a passive review by District Council as well.

12) March 12th Meeting Attendees
   a. Allam Al-Alami, DGS
   b. Chris Wright, DGS
   c. James Marshall, DGS
   d. Jon Seavey, Gilbane
   e. Chris White, Gilbane

The Gilbane Team has the buy-in from its subcontractors and consultants and is committed to completing this project by September 30, 2020. This letter will be shared with Strittmatter Metro LLC (CBE) as they are an integral part of our mission for successful completion at the DC General Campus Improvements Project.

Thank you in advance for your assistance in this matter. Should you have any questions, please do not hesitate to contact us.

Sincerely,
GILBANE BUILDING COMPANY

[Signature]

Christopher White
DC General Campus Improvements Project
(202) 373-4080

c: Paul Blackman, DGS
   Allam Al-Alami, DGS
   Agyei Hargrove, DGS
   James Marshall, DGS
   Jon Seavey, Gilbane

Project File