

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



DATE

By Electronic Mail

[Name and Address of the Vendor]

[EMAIL OF VENDOR]

**Reference: Request for Proposals No. DCAM-18-CS-0105 (“RFP”)
Design-Build Services for Shepherd Recreation Center and Shepherd
Elementary School Cafeteria**

Subject: Notice to Proceed and Letter Contract

Dear Mr. [NAME].

We refer to the offer submitted by VENDOR (the “Contractor”) in response to the above referenced RFP. We are pleased to inform you that this project has been awarded to VENDOR and if this letter contract is signed by VENDOR without modification of any kind, it will serve as a notice to proceed for the work described below. This notice to proceed is subject to the following terms:

1. Letter Contract. This is a Letter Contract between VENDOR, and the District of Columbia Government, acting by and through its Department of General Services (“DGS” or the “Department”), and shall govern our relationship until such time as a final contract is entered into for the work described in the above referenced solicitation (the “Definitized Contract”); provided, however, that to the extent an issue is not covered in this Letter Contract, the Request for Proposals shall govern. Once the Definitized Contract is signed, this letter contract shall automatically terminate and merge into the Definitized Contract.
2. Scope of Work. VENDOR is hereby authorized to proceed with providing all necessary labor, tools, equipment, materials, and professional services necessary to advance the design, obtain the necessary permits, and develop a Guaranteed Maximum Price proposal for Shepherd Recreation Center and Shepherd Elementary School Cafeteria
3. Deliverables. In connection with the services provided pursuant to this Letter Contract, the Contractor shall provide, at a minimum, the deliverables in accordance with the requirements in the RFP and Form of Contract to the Department’s Program Manager and in the referenced instances to the Contracting Officer.

In the event that the Design-Builder fails to timely submit any such deliverable, the Design-Builder shall pay to the Department as liquidated damages Dollars (AMOUNT) plus (AMOUNT) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit each

deliverable. This remedy is cumulative and does not limit any other right or remedy of the Department under the contract or applicable District law.

4. Not to Exceed Amount. The limit of this authorization is [AMOUNT]. In no event shall VENDOR be entitled to receive more than this amount under this Letter Contract. This not-to-exceed amount includes all costs incurred by [AMOUNT] in connection with the work authorized hereby, including: (i) a Preconstruction Fee in the amount of [AMOUNT]; and (ii) the Design Fee in the amount of [AMOUNT] and an Owner Directed Allowance in the amount of [AMOUNT]. The Parties acknowledge that the Preconstruction Fee is to be the Design-Builder's sole compensation for all preconstruction services performed under this Letter Contract and the Definitized Contract and that the Design Budget of [AMOUNT] is the upper limit of the cost of the various phases of the design with no mark up; provided, however, that the design costs authorized at this time by this Letter Contract is [AMOUNT]. It is understood that the Contractor shall not be due any additional compensation from the Department for such preconstruction services. In no event shall the Contractor be entitled to receive more than the Not-To-Exceed Amount under this Letter Contract unless authorized in advance and in writing by a duly authorized Contracting Officer.

5. Construction Phase Compensation. The Contractor understands and agrees that the Department makes no representation or warranty that the Contractor shall be entitled to serve as the builder for the Project. If, however, the Department and the Contractor agree upon a GMP and schedule for the Project, the Contractor agrees that it shall be paid a Design-Build Fee of [AMOUNT] and that the Maximum Cost of General Conditions shall be [AMOUNT] based on the schedule and budget set forth in the RFP. The Contractor further agrees to enter into a design-build agreement that is substantially similar to the Agreement for Design-Build Services issued with the RFP, subject only to such adjustments as were requested by the Contractor in its bid and which are agreed to by the Department.

6. Insurance. At all times while working under this Letter Contract, the Contractor shall maintain insurance as described in the RFP. All such policies shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and offices of each as additional insureds.

7. Duration. Once signed by the Contractor, the Letter Contract will become effective on the date the Letter Contract is executed by the Department. This Letter Contract will terminate on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii) [DATE]. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in the manner described in the District of Columbia Department of General Services Standard Contract Provisions General Provisions for Architectural and Engineering Services Contracts and for Construction Contract).

8. Prolog. The Contractor shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Contractor for the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department. The Contractor also shall require all subcontractors and subconsultants to utilize prolog for the Project.

9. Purchase Order Number. This letter contract will become effective on the date the Letter Contract is executed by the Department. The Department's Contracting & Procurement Division will issue a purchase order number within five (5) business days. The purchase order will be sent in a separate cover. That number should be included in all future invoices and accounting records. In the event that

you do not obtain a purchase order number please contact NAME via [EMAIL] directly to obtain this number.

10. Ownership and Use of Documents. All documents and work product prepared by VENDOR shall become the property of the Department upon the payment of invoices submitted under the Letter Contract.

11. Trade Work/Site Control. Unless otherwise directed by the Department, the Contractor shall not perform any trade work or take control of the site. Any authorization to proceed with trade work will include appropriate provisions relating to compliance documents (first source employment agreement, Department of Small and Local Business Development (DSLBD)), bonds, insurance, and safety procedures. At a minimum, however, the Department's Standard Contract Provisions for Construction shall apply and in addition to the requirements set forth in any such subsequent authorization, prior to commencing any construction activity, the Contractor shall provide the Department's Contracting Officer with certificates evidencing insurance, a payment and performance bond having a penal value equal to the then value of the Letter Contract and the Contractor's agreement of indemnity. In the event the Contractor fails to provide the Department with such certificates of insurance, the agreement for indemnity or bond, the Department may withhold any subsequent payment until such documents are provided.

12. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions, (**Exhibit A – Architectural Construction and Exhibit B – Construction**) supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 12, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

ISSUED BY:

By: _____
Name: Franklin Austin
Title: Contracting Officer
Date: _____

ACCEPTED BY:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Exhibit B