

Chairman Phil Mendelson  
at the request of the Mayor

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, on an emergency basis, Modification Nos. 3 and 5 to Contract No. DCAM-22-CS-SS-0007 with Hartman-Cox Architects, LLP to provide architectural and engineering services for a new archival facility, and to authorize payment for the services received and to be received under the modifications.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as “Modification Nos. 3 and 5 to Contract No. DCAM-22-CS-SS-0007 with Hartman-Cox Architects, LLP Approval and Payment Authorization Emergency Act of 2024”.

Sec. 2. Pursuant to section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51), and notwithstanding the requirements of section 202(a) of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02(a)), the Council approves Modification Nos. 3 and 5 to Contract No. DCAM-22-CS-SS-0007 with Hartman-Cox Architects, LLP to provide architectural and engineering services for a new archival facility and authorizes payment in the amount of \$1,229,500 for the services received and to be received under the modifications.

Sec. 3. Fiscal impact statement.

34           The Council adopts the fiscal statement of the Chief Financial Officer as the fiscal impact  
35 statement required by section 4a of the General Legislative Procedures Act of 1975, approved  
36 October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

37           Sec. 4. Effective date.

38           This act shall take effect following approval by the Mayor (or in the event of veto by the  
39 Mayor, action by the Council to override the veto), and shall remain in effect for no longer than  
40 90 days, as provided for emergency acts of the Council of the District of Columbia in section  
41 412(a) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 788;  
42 D.C. Official Code § 1-204.12(a)).



Date of Notice: November 1, 2024

Notice Number: L0012831891

HARTMAN & COX ARCHTCTS  
1074 THOMAS JEFFERSON ST NW  
WASHINGTON DC 20007-3832

FEIN: \*\*-\*\*\*4608  
Case ID: 18311736



### **CERTIFICATE OF CLEAN HANDS**

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES  
CHAPTER 28 GENERAL LICENSE  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. CODE § 47-2862 (2006)  
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit [MyTax.DC.gov](https://MyTax.DC.gov). On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



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**Memorandum**

**To:** Delano Hunter  
Director

**From:** Antoinette Hudson Beckham  
Agency Fiscal Officer  
Department of General Services

**Reference:** Contract No. DCAM-22-CS-SS-0007  
Architectural/Engineering Services for the New Archive Building for the District of Columbia

**Date:** October 4, 2024

**Subject:** Fiscal Sufficiency Certification

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In my capacity as the Agency Fiscal Officer of the Department of General Services (the “Department”), I hereby certify that the Architectural/Engineering Services for the New Archive Building for the District of Columbia (DCAM-22-CS-SS-0007) (the “Contract”), with Hartman-Cox Architects, LLP (the “Contractor”), in the amount of \$7,098,088.00 is consistent with the Department’s current budget and that adequate funds are available in the budget for the expenditure.

Per the Department of General Services Contracts & Procurement team, on April 28, 2022, the Letter Contract was executed by the Department with an initial Not-to-Exceed amount of \$934,692.00. On January 27, 2023, the Contract was approved by the Council, CA25-0011, in the amount of \$5,868,588.00 (inclusive of the initial Not-to-Exceed amount of \$934,692.00 issued under the Letter Contract). Modification No. 1 was issued on July 11, 2023 and incorporated the updated Schedule of Values. Modification No. 2 incorporated the remaining portion of the Value of the Contract and was issued on February 9, 2024. Modification No. 3 increased the value of the Contract by \$931,000.00 from \$5,868,588.00 to \$6,799,588.00. Modification No. 4 Incorporated the Revised Schedule of Values. The Department is now seeking Council approval for Modification No. 5 in the amount of \$298,500.00. If approved, the new aggregate amount will be \$7,098,088.00 (\$6,799,588.00 + \$298,500.00). The \$298,500.00 is a “tipper” and tips the contract value over \$1million. The aggregate total sum of Modifications No. 3 and the Proposed Modification No. 5 is \$1,229,500.00; therefore, Council approval is required.

Fiscal Sufficiency Review

Contract No. DCAM-22-CS-SS-0007

Architectural/Engineering Services for the New Archive Building for the District of Columbia

Per C&P, the proposed Contract increase of \$298,500.00 is to produce the Early Release for Permit Package to allow the General Contractor to obtain the demolish permit pending for the permit drawings and Net-Zero feasibility analysis and design changes.

The Department of General Services (DGS – Implementing AGY) has **\$7,098,088.00** in the Office of the Secretary (BA0 – Owner Agency) cumulative **budget authority** balance.

The PASS/DIFS information is attached/ below.

Project Name	Project Number	AY	Fund Detail	Imp. AGY	Owner AGY	RK/PO	Amount	Comments
ARCHIVES BUILDING	AB102C	2013	0300	AM0	BA0	PO663927	\$934,692.00	Letter Contract
AM0.AB102C.ARCHIVES	100006	N/A	3030300	AM0	BA0	PO682364	\$2,148,937.00	Part of contract approved on 1/27/23
AM0.AB102C.ARCHIVES	100006	N/A	3030300	AM0	BA0	PO704007	\$2,784,959.00	Part of contract approved on 1/27/23
AM0.AB102C.ARCHIVES	100006	N/A	3030300	AM0	BA0	PO705364	\$931,000.00	Mod. 3
AM0.AB102C.ARCHIVES	100006	N/A	3030300	AM0	BA0	RK275977	\$298,500.00	Proposed Mod. 5
<b>Total</b>							<b>\$7,098,088.00</b>	



for AHB 10/7/24

Antoinette Hudson Beckham  
 Agency Fiscal Officer  
 Department of General Services

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE ATTORNEY GENERAL



Legal Counsel Division

**MEMORANDUM**

**TO:** Tomás Talamante  
Director  
Office of Policy and Legislative Affairs

**FROM:** Ben Moskowitz  
Acting Deputy Attorney General  
Legal Counsel Division

**DATE:** November 20, 2024

**RE:** Legal Sufficiency Review of the “Modification Nos. 3 and 5 to Contract No. DCAM-22-CS-SS-0007 with Hartman-Cox Architects, LLP Approval and Payment Authorization Emergency Act of 2024” and Accompanying Declaration Resolution (AE-24-630)

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**This is to Certify that** the Office of the Attorney General has reviewed the above-referenced legislation and determined that it is legally sufficient. If you have any questions, please do not hesitate to call me at (202) 735-7589.

*Benjamin Moskowitz*

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Ben Moskowitz

MODIFICATION OF CONTRACT			1. CONTRACT NO		Page of Pages		
			DCAM-22-CS-SS-0007		1	2	
2. MODIFICATION NUMBER		3. EFFECTIVE DATE		4. PURCHASE REQUISITION NO.		5. CAPTION	
Modification No. 3 to the Agreement		See Block 16C		RK264699		A/E Services for the New Archive Building for the District of Columbia	
6. ISSUED BY:				7. ADMINISTERED BY (If other than Item 6)			
Department of General Services Contracting and Procurement Division 2000 14th Street, NW 4th Floor Washington, DC 20009				Department of General Services Capital Construction Division 1250 U Street, NW 4th Floor Washington, DC 20009			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NUMBER			
Hartman-Cox Architects, LLP 1074 Thomas Jefferson Street, NW Washington, DC 20007 Attn: Mr. Scott C. Teixeira Email: steixeira@hartmancox.com				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER			
				DCAM-22-CS-SS-0007			
				X 10B. DATED (SEE ITEM 13)			
				January 27, 2023			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;							
or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. 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 electronic communication, provided each letter or electronic communication 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)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER 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:						
X	D. OTHER (Specify type of modification and authority) Title 27 DCMR Section 4728 and Contract No. DCAM-22-CS-SS-0007						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.) Agreement No. <b>DCAM-22-CS-SS-0007</b> for Architectural and Engineering Services for the New Archive Building for the District of Columbia ("Project") is hereby modified as follows:							
<b>1. Firm Fixed Price:</b> The Firm Fixed Price Contract amount is hereby increased by <b>\$931,000.00</b> from <b>\$5,868,588.00</b> to <b>\$6,799,588.00</b> . This increase is to authorize the Contractor to perform addition services as further described in ( <b>Exhibit 1</b> ). In no event shall the Contractor be paid more than <b>\$6799,588.00</b> for the work authorized in this Modification No. 3 unless the Contractor is authorized to exceed this limit in advance and in writing by an authorized Contracting Officer.							
<b>2. Terms and Conditions:</b> All other terms and conditions remain unchanged.							
<b>3. Release.</b> It is mutually agreed that in exchange for this Change Order and other considerations, the Contractor 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 Contractor 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.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
Scott C. Teixeira				Obaidullah Ranjbar			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. DISTRICT OF COLUMBIA		16C. DATE SIGNED	
		3/1.24				3/12/2024	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

(Continuation)

CONTRACT NUMBER	Modification Number	Page of Pages
DCAM-22-CS-SS-0007	Modification No. 3 to the Agreement	2 of 2

**4. CONTRACT/AGREEMENT RECAP:**

Letter Contract	Issued on April 28, 2022	\$934,692.00
Modification No. 1	Letter Contract Time Extension	\$0.00
Modification No. 2	Additional LC Time Extension	\$0.00
<b>Definitized Contract</b>	For the total amount \$5,868,588.00 with a NTE of \$3,083,629.00	\$3,083,629.00
Modification No. 1	Revised Schedule of Values Breakdown - Priced Option No. 1	\$0.00
Modification No. 2	NTE Amount	\$2,784,959.00
Modification No. 3	Increase in The Firm Fixed Price Contract amount	\$931,000.00
<b>Contract Amount</b>		<b>\$6,799,588.00</b>



**Exhibit B-1**

**Revised Schedule of Values and Project Schedule**

March 1, 2024

Messrs. Sadiq Ludin, Contracting Specialist  
Mr. Eric Njonjo, Contracting Officer  
District of Columbia Department of General Services  
2000 14th Street NW, 4<sup>th</sup> Floor  
Washington, DC 20009  
Office: (202) 727-713

Re: District of Columbia Office of Public Records and Archives  
DGS Contract No.: DCAM-22-CS-SS-007  
Contract Modification No. 3  
**Increase in the Firm Fixed Price Contract Amount – Additional Design Services**

Mr. Ludin,

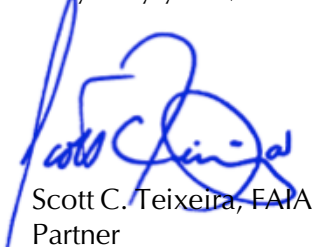
We are in receipt of the revised contracting paperwork transmitted by your office on February 23, 2024, for Contract Modification No. 3 to the above referenced contract. We have reviewed the information and have attached a signed copy for DGS to countersign. Please return the fully executed copy at your soonest opportunity.

As requested, please also find attached copies of the following:

- Current Project Schedule
- SBE Subcontracting Plan
- First Source Employment Agreement
- Certificate of Clean Hands.

We thank you for your assistance with the contract administration, and we look forward to continuing our work with DGS on this very important project. Please do not hesitate to contact us if you have any questions or would like to discuss any of the above or attached in more detail.

Very truly yours,



Scott C. Teixeira, FAIA  
Partner

Cc. Solomon Ikotun, DGS/CCSD  
Obaidullah Ranjbar, DGS/C&P

# SCHEDULE OF VALUES

*Revised February 10, 2024*

CONTRACT NUMBER: DCAM-22-CS-SS-0007

Contract Modification No. 3

## ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW ARCHIVE BUILDING FOR THE DISTRICT OF COLUMBIA

<b>Adjusted Schedule of Values Breakdown</b> <i>(Currently Contracted Phases of Service)</i>					
Service	Fixed Fee Summary			NTE Expense Allowance	Original Total
	<i>Pre-Design</i>	<i>Design</i>	Subtotal		
Program Verification & Update	\$ 159,202.00	\$ -	\$ 159,202.00	\$ 3,533.00	\$ 162,735.00
Concept Design	\$ 374,210.00	\$ -	\$ 374,210.00	\$ 9,355.00	\$ 383,565.00
Schematic Design to 50%	\$ 378,919.00	\$ -	\$ 378,919.00	\$ 9,473.00	\$ 388,392.00
<b>Subtotal - PO # 663927</b>	<b>\$ 912,331.00</b>	<b>\$ -</b>	<b>\$ 912,331.00</b>	<b>\$ 22,361.00</b>	<b>\$ 934,692.00</b>
Schematic Design beyond 50%	\$ 515,359.00	\$ -	\$ 515,359.00	\$ 44,873.00	\$ 560,232.00
Design Development	\$ -	\$1,518,089.00	\$ 1,518,089.00	\$ 70,616.00	\$ 1,588,705.00
<b>Subtotal - Modification 1 - PO # 682364</b>	<b>\$ 515,359.00</b>	<b>\$1,518,089.00</b>	<b>\$ 2,033,448.00</b>	<b>\$ 115,489.00</b>	<b>\$ 2,148,937.00</b>
Construction Documents to 75%	\$ -	\$1,617,000.00	\$ 1,617,000.00	\$ 98,955.00	\$ 1,715,955.00
Construction Documents beyond 75%	\$ -	\$ 910,000.00	\$ 910,000.00	\$ 20,923.00	\$ 930,923.00
CA Phase through Subcontractor Buyout	\$ 138,081.00	\$ -	\$ 138,081.00	\$ -	\$ 138,081.00
<b>Subtotal - Modification 2 - PO # 704007</b>	<b>\$ 138,081.00</b>	<b>\$2,527,000.00</b>	<b>\$ 2,665,081.00</b>	<b>\$ 119,878.00</b>	<b>\$ 2,784,959.00</b>
<b>Total - Currently Contracted NTE Amount</b>	<b>\$1,565,771.00</b>	<b>\$4,045,089.00</b>	<b>\$ 5,610,860.00</b>	<b>\$ 257,728.00</b>	<b>\$ 5,868,588.00</b>

<b>Adjusted Schedule of Values Breakdown - Contract Modification No. 3</b> <i>(Proposed for Reallocation of Fees for Services Covered by Original Contract as Adjusted through Modification No. 3)</i>					
Service	Fixed Fee Summary			NTE Expense Allowance	Original Total
	<i>CA Phase</i>	<i>Design</i>	Subtotal		
CA Phase through Project Closeout	\$ 931,000.00	\$ -	\$ 931,000.00	\$ -	\$ 931,000.00
<b>Subtotal - Modification 3 - PO # (TBD)</b>	<b>\$ 931,000.00</b>	<b>\$ -</b>	<b>\$ 931,000.00</b>	<b>\$ -</b>	<b>\$ 931,000.00</b>
<b>Subtotal – Contract Modification No. 3</b>	<b>\$ 931,000.00</b>	<b>\$ -</b>	<b>\$ 931,000.00</b>	<b>\$ -</b>	<b>\$ 931,000.00</b>

<b>Schedule of Values Summary – Base Contract Including Contract Modifications</b>					
Service	Fixed Fee Summary			Expenses	Total
	<i>Pre-Design / CA</i>	<i>Design</i>	Total		
<b>Subtotal - Base Contract - PO # 663927</b>	<b>\$ 912,331.00</b>	<b>\$ -</b>	<b>\$ 912,331.00</b>	<b>\$ 22,361.00</b>	<b>\$ 934,692.00</b>
<b>Subtotal - Modification No. 1 - PO # 682364</b>	<b>\$ 515,359.00</b>	<b>\$1,518,089.00</b>	<b>\$ 2,033,448.00</b>	<b>\$ 115,489.00</b>	<b>\$ 2,148,937.00</b>
<b>Subtotal - Modification No. 2 - PO # 704007</b>	<b>\$ 138,081.00</b>	<b>\$2,527,000.00</b>	<b>\$ 2,665,081.00</b>	<b>\$ 119,878.00</b>	<b>\$ 2,784,959.00</b>
<b>Subtotal - Modification No. 3 - PO # (TBD)</b>	<b>\$ 931,000.00</b>	<b>\$ -</b>	<b>\$ 931,000.00</b>	<b>\$ -</b>	<b>\$ 931,000.00</b>
<b>Total NTE Amount through Modification No. 3</b>	<b>\$2,496,771.00</b>	<b>\$4,045,089.00</b>	<b>\$ 6,541,860.00</b>	<b>\$ 257,728.00</b>	<b>\$ 6,799,588.00</b>

SCHEDULE OF VALUES BREAKDOWN - PCO - #010  
 ADDITIONAL DESIGN SERVICES - INCREASED SIZE OF FACILITY

*Revised November 6, 2023*

CONTRACT NUMBER: DCAM-22-CS-SS-0007

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW ARCHIVE BUILDING FOR THE  
 DISTRICT OF COLUMBIA

Service	Change Order Request - November 2023				
	Fixed Fee Summary			Expenses	Total
	Pre-Design	Design	Total		
Program Verification & Update	\$ -	\$ -	\$ -	\$ -	\$ -
Concept Design	\$ -	\$ -	\$ -	\$ -	\$ -
Schematic Design to 50%	\$ -	\$ -	\$ -	\$ -	\$ -
Schematic Design beyond 50%	\$ 113,700.00	\$ -	\$ 113,700.00	\$ 35,400.00	\$ 149,100.00
Design Development	\$ -	\$ 373,800.00	\$ 373,800.00		\$ 373,800.00
Construction Documents to 75%	\$ -	\$ 142,000.00	\$ 142,000.00	\$ 71,100.00	\$ 213,100.00
Construction Documents beyond 75%	\$ -	\$ 82,000.00	\$ 82,000.00	\$ -	\$ 82,000.00
Construction Administration Phase Services	\$ 113,000.00	\$ -	\$ 113,000.00	\$ -	\$ 113,000.00
<b>Total Design Services</b>	<b>\$ 226,700.00</b>	<b>\$ 597,800.00</b>	<b>\$ 824,500.00</b>	<b>\$ 106,500.00</b>	<b>\$ 931,000.00</b>

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF GENERAL SERVICE



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The additional design tasks are proposed to be executed concurrently with the AE's other ongoing design work for which Hartman Cox Architect (HCA) has already contracted, and delivery of all associated work products will be fully integrated with and incorporated into the work product and deliverables already prescribed in the Contract.

Originally, the scope included providing all the same types of design tasks already defined in the AE Contract for the 79,000 SF facility for the additional facility area indicated in the approved Program of Requirements.

Programmatic Update and Concept Design phases have resulted in a larger facility than what the design Contract is based upon. Additionally, through DGS, OPR (the client agency)/EOM is requiring other services not included in the current contract such as exhibit design services, legal services, revisions to the schematic design, a change to the project delivery method, and extended performance of the DD phase of service.

DC Archives Project Schedule - CM at Risk

ID	Task Name	Baseline Estimated Duration	Duration	Baseline Start	Start	Start Variance	Baseline Finish	Finish	Finish Variance	Predecessors	Timeline																											
											Half 1, 2022	Half 2, 2022	Half 1, 2023	Half 2, 2023	Half 1, 2024	Half 2, 2024	Half 1, 2025	Half 2, 2025	Half 1, 2026	Half 2, 2026	Half 1, 2027																	
1	<b>A/E CONTRACTING &amp; PROCUREMENT</b>	72.24 wks	72.24 wks	5/13/22	5/13/22	0 wks	10/1/23	10/1/23	0 wks		5/13 → 10/1																											
2	NTP	0 wks	0 wks	5/13/22	5/13/22	0 wks	5/13/22	5/13/22	0 wks		5/13																											
3	DGS C&P Processing of Option No.1	2 wks	2 wks	9/17/22	9/17/22	0 wks	10/1/22	10/1/22	0 wks		10/1																											
4	DGS Exercise of Option No.1 (FY 2023)	0 wks	0 wks	10/1/22	10/1/22	0 wks	10/1/22	10/1/22	0 wks	3	10/1																											
5	DGS C&P Processing of Option No.2	2 wks	2 wks	9/17/23	9/17/23	0 wks	10/1/23	10/1/23	0 wks		10/1																											
6	DGS Exercise of Option No.2 (FY 2024)	0 wks	0 wks	10/1/23	10/1/23	0 wks	10/1/23	10/1/23	0 wks	5	10/1																											
7	DGS C&P Processing of Option No.3	2 wks	2 wks	9/17/23	9/17/23	0 wks	10/1/23	10/1/23	0 wks		10/1																											
8	DGS Exercise of Option No.3 (FY 2024)	0 wks	0 wks	10/1/23	10/1/23	0 wks	10/1/23	10/1/23	0 wks	7	10/1																											
10	<b>COMMUNITY ENGAGEMENT</b>	1 wk	53.69 wks	3/20/23	9/8/22	-27.69 ...	3/27/23	9/19/23	25 wks		9/8 → 9/19																											
11	Archives Advisory Group (AAG)	29.84 wks	29.84 wks	9/8/22	9/8/22	0 wks	4/5/23	4/5/23	0 wks		9/8 → 4/5																											
12	AAG Monthly Meeting - September 2022	0 wks	0 wks	9/8/22	9/8/22	0 wks	9/8/22	9/8/22	0 wks		9/8																											
13	AAG Monthly Meeting - February 2023	0 wks	0 wks	2/9/23	2/9/23	0 wks	2/9/23	2/9/23	0 wks		2/9																											
14	AAG Monthly Meeting - March 2023	0 wks	0 wks	3/9/23	3/9/23	0 wks	3/9/23	3/9/23	0 wks		3/9																											
15	AAG Design Meeting	0 wks	0 wks	4/5/23	4/5/23	0 wks	4/5/23	4/5/23	0 wks		4/5																											
16	ANC 3F	6.57 wks	23.14 wks	3/31/23	4/10/23	1.43 wks	5/16/23	9/19/23	18 wks		4/10 → 9/19																											
17	Engage ANC 3F	2.57 wks	36 days	3/31/23	4/10/23	1.43 wks	4/18/23	5/16/23	4 wks	27	4/18																											
18	ANC 3F Meeting - April 2023	0 wks	0 wks	4/18/23	4/18/23	0 wks	4/18/23	4/18/23	0 wks		5/16																											
19	ANC 3F Meeting - May 2023	0 wks	0 wks	5/16/23	5/16/23	0 wks	5/16/23	5/16/23	0 wks		7/18																											
20	ANC 3F Meeting - July 2023	0 wks	0 wks	7/18/23	7/18/23	0 wks	7/18/23	7/18/23	0 wks	19FS+63 days	9/19																											
21	ANC 3F Meeting - September 2023	0 wks	0 wks	9/19/23	9/19/23	0 wks	9/19/23	9/19/23	0 wks	20FS+63 days	9/19																											
23	<b>PERMITTING/AGENCY REVIEWS</b>	90 wks	126 wks	8/5/22	8/5/22	0 wks	4/26/24	1/3/25	36 wks		8/5 → 1/3																											
24	Zoning	45 wks	51.28 wks	12/9/22	1/31/23	7.55 wks	10/20/23	1/25/24	13.82 w...		1/31 → 1/25																											
25	OP Initial Meeting	0 wks	0 wks	1/31/23	1/31/23	0 wks	1/31/23	1/31/23	0 wks	27SF	1/31																											
26	Receipt of Letter of Authorization from UDC	0 wks	0 wks	3/21/23	3/21/23	0 wks	3/21/23	3/21/23	0 wks		3/21																											
27	Submit 45 day Notice of Intent (NOI) for further processing of Campus Plan	0 wks	0 wks	2/7/23	4/10/23	8.85 wks	2/7/23	4/10/23	8.85 wks	26FS+20 days	4/10																											
28	UDC Board of Trustees Meeting	0 wks	0 wks	4/25/23	4/25/23	0 wks	4/25/23	4/25/23	0 wks		4/25																											
29	UDC Board of Trustees Meeting & Approval	0 wks	0 wks	6/6/23	6/6/23	0 wks	6/6/23	6/6/23	0 wks	28FS+6 wks	6/6																											
30	Zoning Submission	0 wks	0 wks	6/7/23	6/7/23	0 wks	6/7/23	6/7/23	0 wks	29FS+1 day	6/7																											
31	DC Zoning / OP / HP Review	14 wks	15 wks	3/27/23	6/7/23	10.28 w...	7/3/23	9/20/23	11.28 w...	30																												
32	DDOT Meeting	10 wks	10 wks	3/27/23	6/7/23	10.28 w...	6/5/23	8/16/23	10.28 w...	30																												
33	OP Meeting	10 wks	10 wks	3/27/23	6/7/23	10.28 w...	6/5/23	8/16/23	10.28 w...	30																												
34	Zoning Hearing (September 2023)	4 wks	0 wks	7/3/23	9/21/23	11.44 w...	7/31/23	9/21/23	7.44 wks	31FS+1 day	9/21																											
35	Zoning Public Meeting (October 2023)	0 wks	0 wks	10/26/23	10/26/23	0 wks	10/26/23	10/26/23	0 wks	34FS+5 wks	10/26																											
36	Zoning Vote	0 wks	0 wks	7/31/23	10/26/23	12.44 w...	7/31/23	10/26/23	12.44 w...	35	10/26																											
37	Final Zoning Approval	13 wks	13 wks	7/31/23	10/26/23	12.44 w...	10/30/23	1/25/24	12.44 w...	36	1/25																											
38	DDOT PDRM	0 wks	0 wks	11/6/23	11/21/23	2.12 wks	11/6/23	11/21/23	2.12 wks		11/21																											
39	Public Space Committee Filing	4 wks	0 wks	7/7/23	9/22/23	10.95 w...	8/4/23	9/22/23	6.95 wks		9/22																											
40	Public Space Committee Meeting	0 wks	0 wks	12/21/23	12/21/23	0 wks	12/21/23	12/21/23	0 wks		12/21																											
41	EISF Submission	0 wks	0 wks	1/25/23	1/25/23	0 wks	1/25/23	1/25/23	0 wks	106SS	1/25																											
42	EISF Review and Approval	18 wks	37 wks	1/25/23	1/25/23	0 wks	5/31/23	10/11/23	19 wks	41																												
43	Commission of Fine Arts	53.8 wks	57.8 wks	12/9/22	12/9/22	0 wks	12/21/23	1/18/24	4 wks		12/9 → 1/18																											
44	Initial CFA Staff Meeting	7 wks	7 wks	12/9/22	12/9/22	0 wks	1/27/23	1/27/23	0 wks																													
45	CFA Concept Design Submission	0 wks	0 wks	4/6/23	6/1/23	8.14 wks	4/6/23	6/1/23	8.14 wks	46FS-13 days	6/1																											
46	CFA Meeting (June 2023)	0 wks	0 wks	4/20/23	6/15/23	7.99 wks	4/20/23	6/15/23	7.99 wks		6/15																											
47	CFA Concept Design Resubmission	0 wks	0 wks	7/6/23	7/6/23	0 wks	7/6/23	7/6/23	0 wks	48FS-14 days	7/6																											
48	CFA Meeting (July 2023) & Concept Approval	0 wks	0 wks	7/20/23	7/20/23	0 wks	7/20/23	7/20/23	0 wks	46FS+5 wks	7/20																											
49	CFA Permit Submission	0 wks	0 wks	12/7/23	1/4/24	4.14 wks	12/7/23	1/4/24	4.14 wks	50FS-13 days	1/4																											
50	CFA Meeting & Final Approval	0 wks	0 wks	12/21/23	1/18/24	4 wks	12/21/23	1/18/24	4 wks		1/18																											
51	NCPC	4.71 wks	44.71 wks	4/28/23	4/28/23	0 wks	6/1/23	3/7/24	40 wks		4/28 → 3/7																											
52	NCPC Submission - CP Amendment	0 wks	0 wks	4/28/23	4/28/23	0 wks	4/28/23	4/28/23	0 wks	53SS-33 days	4/28																											
53	NCPC Meeting - CP Amendment (June 2023)	0 wks	0 wks	6/1/23	6/1/23	0 wks	6/1/23	6/1/23	0 wks		6/1																											
54	NCPC Concept Submission	0 wks	0 wks	4/28/23	6/2/23	5 wks	4/28/23	6/2/23	5 wks	55SS-33 days	6/2																											
55	NCPC Meeting (July 2023)	0 wks	0 wks	6/1/23	7/6/23	5 wks	6/1/23	7/6/23	5 wks		7/6																											
56	NCPC Preliminary and Final Submission	0 wks	0 wks	9/29/23	2/2/24	18 wks	9/29/23	2/2/24	18 wks	57SS-34 days	2/2																											
57	NCPC Meeting (March 2024)	0 wks	0 wks	3/7/24	3/7/24	0 wks	3/7/24	3/7/24	0 wks	55FS+35 wks	3/7																											











## SECTION 1. BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Section 1A. BENEFICIARY INFORMATION		
Company: <u>Hartman-Cox Architects LLP</u>	Contact #: <u>202-333-6446</u>	Email address: <u>inquiries@hartmancox.com</u>
Street Address: <u>1074 Thomas Jefferson St NW</u>	City/ State/ Zip Code: <u>Washington, DC 20007</u>	
Company's point of contact for agency contract, private project, or Sports Wagering Licensee:		
Point of Contact: <u>Scott C. Teixeira</u>	Title: <u>Partner</u>	
Contact #: <u>202-333-9370</u>	Email address: <u>steixeira@hartmancox.com</u>	
Street Address: <u>1074 Thomas Jefferson St NW, Washington, DC 20007</u>		

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION	
Solicitation /Contract/ApplicantNo.: <u>DCAM-22-CS-SS-0007</u>	Solicitation Due Date: <u>na</u>
Agency: <u>Department of General Services</u>	Total Dollar Amount of Contract: <u>\$6,799,588.00</u>
	Total Value of <b>ALL</b> CBE Subcontracts: <u>\$2,305,597.19</u> (Include all lower tiers)
Please select all the applicable subcontracting requirements for this solicitation:	I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources.
<input checked="" type="checkbox"/> 35% Subcontracting Requirement	
<input type="checkbox"/> 50% Subcontracting Requirement	<input checked="" type="checkbox"/> I AGREE
<input type="checkbox"/> DSLBD approved an adjusted subcontracting requirement: ➤ Adjusted Subcontracting Requirement: _____%	<input type="checkbox"/> I DISAGREE


Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)
<b>If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information:</b>
<input type="checkbox"/> I am a CBE that <b>WILL</b> perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am <b>NOT</b> required to submit an SBE Subcontracting Plan.
<input checked="" type="checkbox"/> I am a CBE that <b>WILL NOT</b> perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs.
<b>Please include the percentage of the contract the CBE Prime will perform under the contract or project.</b>
➤ The CBE Prime will self-perform <u>37</u> % of the contract's total dollar volume of the contract or project.
<b>Please provide the current CBE Certification Number of the CBE Prime.</b>
➤ CBE Certification No. <u>LSX59464052025</u>



**BENEFICIARY ATTESTATION**

I declare, certify, verify, attest, and state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, I understand that a person convicted of perjury shall be fined not more than \$5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement that I provide or assert may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. Further, a Prime Contractor, Developer, CBE, Certified Joint Venture, or Sports Wagering Licensee that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2005, as amended, (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

PRINT NAME: Scott C. Teixeira  
 JOB TITLE: Partner

SIGNATURE:   
 DATE: February 27, 2024

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**Section 2. SBE/CBE SUBCONTRACTORS (FOR EACH TIER):**

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
<u>Wiles Mensch Corporation DC</u>	<u>510 8th St SE</u> <u>Washington, DC 20003</u>	<u>LS17119052025</u>	<u>\$ 288,869.65</u>	<u>Survey, Civil and Dry Utilities Engineering</u>	
<b>SBE/CBE Point of Contact:</b>			<b>CBE Subcontractor Self-Performance Indicator:</b>		
Name: <u>Marcello Lopez</u> Title: <u>Principal</u> Telephone Number: <u>(202) 638-4040</u> Email Address: <u>lopez@wilesmenschdc.com</u>			<input checked="" type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		



CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE
MCLA Inc.	1000 Potomac St NW Washington, DC 20007	LSZ77563042024	\$ 68,825.00	Lighting Design

<b>SBE/CBE Point of Contact:</b>	<b>CBE Subcontractor Self-Performance Indicator:</b>
Name: <u>Maureen Moran</u> Title: <u>Principal</u> Telephone Number: <u>(202) 298-8062</u> Email Address: <u>moran@mcla-inc.com</u>	<input checked="" type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE
Setty & Associates International PLLC	1415 Elliot Place NW Ste 100 Washington, DC 20007	LSR27984052025		Mechanical, Electrical, and Plumbing Engineering

<b>SBE/CBE Point of Contact:</b>	<b>CBE Subcontractor Self-Performance Indicator:</b>
Name: <u>Raj Setty</u> Title: <u>President</u> Telephone Number: <u>(202) 393-1523</u> Email Address: <u>rsetty@setty.com</u>	<input checked="" type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)



				function by the CBE	
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE
SK&A Structural Engineers, PLLC	1155 Connecticut Ave NW Ste 800 Washington, DC 20036	LS89728092025	\$ 386,000.00	Structural Engineering

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: <a href="#">Scott Stewart</a> Title: <a href="#">Sr. Principal</a> Telephone Number: <a href="#">(202) 659-2520</a> Email Address: <a href="mailto:scotts@skaengineers.com">scotts@skaengineers.com</a>	<input checked="" type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		



CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE
TCT Cost Consultants, LLC	1090 Vermont Ave NW Washington, DC 20007	LSDZ50714122024	\$ 141,307.54	Cost Estimating

<b>SBE/CBE Point of Contact:</b>	<b>CBE Subcontractor Self-Performance Indicator:</b>
Name: Nick Maiorana Title: Senior Cost Estimator Telephone Number: (202) 315-8944 Email Address: nmaiorana@tctcost.com	<input checked="" type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

<b>SBE/CBE Point of Contact:</b>	<b>CBE Subcontractor Self-Performance Indicator:</b>
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	<input checked="" type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)



				function by the CBE	
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

<b>SBE/CBE Point of Contact:</b>	<b>CBE Subcontractor Self-Performance Indicator:</b>
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		



**AGENCY CONTRACT AWARD**

Agency: Department of General Services  
Prime Contractor: Hartman-Cox Architects, LLP  
Contract Number: DCAM-22-CS-SS-0007  
Date SBE Subcontracting Plan Accepted: \_\_\_\_\_  
Date agency contract signed: \_\_\_\_\_

Anticipated Start Date of Contract: 13 May 2022  
Anticipated End Date of Contract: 12 May 2026

Total Dollar Amount of Contract: \$ \$6,799,588.00

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

35% of the Total Contract Amount: \$ \$2,379,855.80

50% of Total Dollar Amount of Contract: \$ 3,399,794.00  
(pursuant to D.C. Law 24-39)

Total Amount of All SBE/CBE Subcontracts: \$ 2,305,597.17  
(include every tier)

(√ if applies)

Base Period Contract – Option/Extension Period: \_\_\_\_\_

Multi-year Contract  
First Year (Period) of Contract: \_\_\_\_\_  
Current Year (Period) of Contract: \_\_\_\_\_

Design-Build – Date of Guaranteed Contract: \_\_\_\_\_

Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of the services or goods.

**PRIVATE PROJECT SUBSIDY AWARD**

Agency Providing Subsidy: \_\_\_\_\_  
District Subsidy: \_\_\_\_\_  
Developer: \_\_\_\_\_  
Amount of District Subsidy: \_\_\_\_\_  
Date District Subsidy Provided/ contract signed: \_\_\_\_\_

Anticipated Start Date of Project: \_\_\_\_\_  
Anticipated End Date of Project: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_

Total Development Project Budget: \$ \_\_\_\_\_  
(include pre-construction and construction costs)

35% of the Total Development Project Budget: \$ \_\_\_\_\_

50% of Total Dollar Amount of Contract: \$ \_\_\_\_\_  
(pursuant to D.C. Law 24-39)

Total Amount of All SBE/CBE Subcontracts: \$ \_\_\_\_\_  
(include every lower tier)

Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.

**AGENCY CONTRACTING OFFICER'S AFFIRMATION OR**  **AGENCY PROJECT MANAGER'S AFFIRMATION**  
(√ which applies)

The below Agency Contracting Officer or Agency Project Manager affirms the following (√ to affirm):

If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification.

The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD at [Compliance.Enforcement@dc.gov](mailto:Compliance.Enforcement@dc.gov) within five (5) days of signing:

**FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at [Compliance.Enforcement@dc.gov](mailto: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**



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
FIRST SOURCE EMPLOYMENT AGREEMENT 2  
FOR NON CONSTRUCTION CONTRACTS ONLY**



**GOVERNMENT-ASSISTED CONTRACT INFORMATION**

CONTRACT/SOLICITATION NUMBER: DCAM-22-CS-SS-0007  
 DISTRICT CONTRACTING AGENCY: Department of General Services  
 CONTRACTING OFFICER: George Lewis  
 TELEPHONE NUMBER: (202) 478-5727 Email: George.Lewis@dc.gov  
 TOTAL CONTRACT AMOUNT \$ 6,799,588.00  
 EMPLOYER CONTRACT AMOUNT: \$ 6,799,588.00  
 CONTRACT NAME: A&E Services for the New Archive Building for the District of Columbia  
 CONTRACT ADDRESS: University of the District of Columbia, 4200 Connecticut Ave NW  
 CITY: Washington STATE: DC ZIP CODE: 20008  
 CONTRACT START DATE: 13 May 2022 CONTRACT END DATE: 12 May 2026  
 EMPLOYER START DATE: 13 May 2022 EMPLOYER END DATE: 12 May 2026

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT  GRANT  LOAN  TAX ABATEMENT OR EXEMPTION  LAND TRANSFER  LAND DISPOSITION AND DEVELOPMENT AGREEMENT  TAX INCREMENT FINANCING  ANY ADDITIONAL LEGISLATION, IF YES \_\_\_\_\_

D.C. CODE#

BASE YEAR  OPTION YEAR: 1  2  3  4  5  (*SELECT CONTRACT YEAR*)

DESCRIPTION OF WORK: Pre-design, design and construction administration services for selective removal of UDC Building 41 and construction of a new purpose built facility

**EMPLOYER INFORMATION**

EMPLOYER NAME: Hartman-Cox Architects LLP  
 EMPLOYER ADDRESS: 1074 Thomas Jefferson St NW  
 CITY: Washington, DC 20007 STATE: DC ZIP CODE: 20007  
 TELEPHONE NUMBER: (202) 333-6446 FEDERAL IDENTIFICATION NO.: 52-0824608  
 CONTACT PERSON: Scott C. Teixeira  
 TITLE: Partner  
 E-MAIL: steixeira@hartmancox.com TELEPHONE NUMBER: (202) 333-6446  
 CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: LSX 225 951 22011  
 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: NA  
  NO IF YES, NAME OF PRIME

CONTRACTOR: \_\_\_\_\_  
 NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES  No

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.



EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

EMPLOYER began work on the Contract, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Contract, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Contract completion.

The Parties agree to the terms and conditions of the Agreement as follows:

## I. DEFINITIONS

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

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
  - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Contract for which the beneficiary is required to use the First Source Register.
  - 2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
  - 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government-assisted Project or Contract totaling \$300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted Project or Contract (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at \$300,00 or more, from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
  2. A participant of the Temporary Assistance for Needy Families program;
  3. A participant of the Supplemental Nutrition Assistance Program;
  4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
  5. Unemployed for six (6) months or more in the last 12-month period;
  6. Homeless;
  7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
  8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.
- N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.
- O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of new positions that will be created as a result of

- the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;
2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;
  3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;
  4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;
  5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
  6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
  7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
  8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
  9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;
  10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;
  11. A strategy to ensure that DC residents who work on the Contract or Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Contract or Project to the next;
  12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and
  13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act,

where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

- P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- Q. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.
- R. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

## II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. Agreement will take affect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the contract and until such as construction is complete and a certificate of occupancy is issued.
- E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- H. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Contract a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the

EMPLOYER will promptly provide them to DOES.

- I. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- J. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- K. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.
- L. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

### **III. TRAINING**

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

### **IV. RECRUITMENT**

- A. The Employer shall complete a Revised Employment Plan that will include the information outlined in Section I.O.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at [www.dcnetworks.org](http://www.dcnetworks.org) for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.B.
- E. The EMPLOYER shall submit to DOES, prior to commencing work on the Contract, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Contract. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

## **V. REFERRAL**

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.B.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

## **VI. PLACEMENT**

- A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

## **VII. REPORTING REQUIREMENTS**

- A. EMPLOYER with Contracts receiving government assistance valued at \$300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other

documents required by DOES for reporting and monitoring.

- C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
1. Number of new job openings created/available;
  2. Number of new job openings listed with DOES, or any other District Agency;
  3. Number of DC residents hired for new jobs;
  4. Number of employees transferred to the Contract;
  5. Number of DC residents transferred to the Contract;
  6. Direct or indirect labor cost associated with the Contract;
  7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
  8. Number of apprenticeship hours worked;
  9. Number of apprenticeship hours worked by DC residents; and
  10. Workforce statistics throughout the entire Contract tenure.
- D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

#### **VIII. FINAL REPORT AND GOOD FAITH EFFORTS**

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or
  2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract that will include the following documentation:
    - a. Documentation supporting EMPLOYER'S good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:
1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or
  2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
  3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.
  5. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the Employer for the positions created as a result of the Project;
  2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
  3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
  4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
  5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
  6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
  7. Whether the EMPLOYER interviewed employable candidates;
  8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
  9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
  10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
  11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
  12. Any additional documented efforts.

## **IX. MONITORING**

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Contract sites, employees, and documents.



- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Contracts as authorized by law. DOES will:
  - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
  - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.
  - 3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
  - 4. Inspect and copy payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
  - 5. Conduct desk reviews of *Monthly Compliance Reports*.
  - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
  - 7. Monitor and complete statistical reports that identify the overall Contract, Employer, contractor, and subcontractors' hiring.
  - 8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

## **X. PENALTIES**

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.
- B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.
- C. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:

**Scott C. Teixeira, Partner**

EMPLOYER Senior Official (Print)



EMPLOYER Senior Official (Signature)

**27 February 2024**

Date

**Hartman-Cox Architects LLP**

Name of Company

**1074 Thomas Jefferson St NW**

**Washington, DC 20007**

Address

**(202) 333-6446**

Telephone

**steixeira@hartmancox.com**

Email

Signature Department of Employment Service

Date



Date of Notice: February 1, 2024

Notice Number: L0010919042

HARTMAN & COX ARCHTCTS  
1074 THOMAS JEFFERSON ST NW  
WASHINGTON DC 20007-3832

FEIN: \*\*-\*\*\*4608  
Case ID: 1835527



### **CERTIFICATE OF CLEAN HANDS**

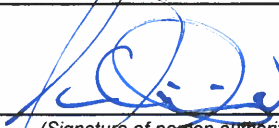
As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES  
CHAPTER 28 GENERAL LICENSE  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. CODE § 47-2862 (2006)  
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit [MyTax.DC.gov](https://MyTax.DC.gov). On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

MODIFICATION OF CONTRACT			1. CONTRACT NO		Page of Pages	
			DCAM-22-CS-SS-0007		1	2
2. MODIFICATION NUMBER		3. EFFECTIVE DATE	4. PURCHASE REQUISITION NO.		5. CAPTION	
Modification No. 5 to the Agreement		See Block 16C	RK275977		A/E Services for the New Archive Building for the District of Columbia	
6. ISSUED BY:			7. ADMINISTERED BY (If other than Item 6)			
Department of General Services Contracting and Procurement Division 3924 Minnesota Ave, NE Washington, DC 20019			Department of General Services Capital Construction Division 3924 Minnesota Ave, NE Washington, DC 20019			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NUMBER			
Hartman-Cox Architects, LLP 1074 Thomas Jefferson Street, NW Washington, DC 20007 Attn: Mr. Scott C. Teixeira Email: steixeira@hartmancox.com			9B. DATED (SEE ITEM 11)			
			10A. MODIFICATION OF CONTRACT/ORDER NUMBER			
			X DCAM-22-CS-SS-0007			
			10B. DATED (SEE ITEM 13)			
			January 27, 2023			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;						
or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. 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 electronic communication, provided each letter or electronic communication 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)						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER 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:					
X	D. OTHER (Specify type of modification and authority) Title 27 DCMR Section 4728 and Contract No. DCAM-22-CS-SS-0007					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.) Agreement No. <b>DCAM-22-CS-SS-0007</b> for Architectural and Engineering Services for the New Archive Building for the District of Columbia ("Project") is hereby modified as follows:						
<b>1. Firm Fixed Price:</b> The Firm Fixed Price Contract amount is hereby increased by <b>\$298,500.00</b> from <b>\$6,799,588.00</b> to <b>\$7,098,088.00</b> . This increase is to authorize the Contractor to perform addition services as further described in ( <b>Exhibit 1</b> ). In no event shall the Contractor be paid more than <b>\$7,098,088.00</b> for the work authorized in this Modification No. 5 unless the Contractor is authorized to exceed this limit in advance and in writing by an authorized Contracting Officer.						
<b>2. Terms and Conditions:</b> All other terms and conditions remain unchanged.						
<b>3. Release.</b> It is mutually agreed that in exchange for this Change Order and other considerations, the Contractor 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 Contractor 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.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
Scott C. Teixeira <i>PARTNER</i>			Kianna Shepherd - Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. DISTRICT OF COLUMBIA		16C. DATE SIGNED	
		11/1 2024				
(Signature of person authorized to sign)			(Signature of Contracting Officer)			

(Continuation)		
CONTRACT NUMBER	Modification Number	Page of Pages
DCAM-22-CS-SS-0007	Modification No. 5 to the Agreement	2 of 2
<b>4. CONTRACT/AGREEMENT RECAP:</b>		
Letter Contract	Issued on April 28, 2022	\$934,692.00
Modification No. 1	Letter Contract Time Extension	\$0.00
Modification No. 2	Additional LC Time Extension	\$0.00
Definitized Contract	For the total amount \$5,868,588.00 with a NTE of \$3,083,629.00	\$3,083,629.00
Modification No. 1	Revised Schedule of Values Breakdown - Priced Option No. 1	\$0.00
Modification No. 2	NTE Amount	\$2,784,959.00
Modification No. 3	Increase in The Firm Fixed Price Contract amount	\$931,000.00
Modification No. 4	Incorporated the Revised Schedule of Values dated July 3, 2024	\$0.00
Modification No. 5	Increase in The Firm Fixed Price Contract amount	\$298,500.00
<b>Contract Amount</b>		<b>\$7,098,088.00</b>

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**EXHIBIT 1 – CONTRACTOR'S PROPOSAL  
(EXHIBIT WILL APPEAR IN THE FOLLOWING PAGES)**

Submitted digitally as an uploaded attachment to PCO# Hartman-Cox LLP-011 via ProjectTeam

February 23, 2024

Mr. Eric Njonjo, Contracting Officer  
District of Columbia Department of General Services  
2000 14th Street NW, 4<sup>th</sup> Floor  
Washington, DC 20009  
Office: (202) 727-713

Re: District of Columbia Office of Public Records and Archives  
DGS Contract No.: DCAM-22-CS-SS-007 - New A/E Title I and Title II Services  
Potential Change Order (PCO) No.: Hartman-Cox Architects LLP – 011  
DGS Request / **Produce Early-Release Permit Packages**

Mr. Njonjo:

This request is submitted in response to discussion with the project management team at DGS Capital Construction Services Division (DGS/CCSD) and the Construction Manager at Risk (CMaR) on January 9, 2024, and subsequent discussion with DGS/CCSD, the CMaR, and the CMaR's permit expeditor on January 26, 2024 pertaining to the CMaR's recommendation to "fast-track" the project with multiple early-release permit packages.

#### **BACKGROUND**

The currently contracted A/E design services and associated fees are based upon the DGS Scope of Work in Exhibit A of the design contract and as further qualified in the A/E's proposal, Exhibit B.

Specifically, the design scope for this project is based on submitting a single permit package when the Construction Documents have reached 75% completion. While our PCO-010 and the subsequent Contract Modification No. 3 did address DGS's change in project delivery method from Design/Bid/Build to a CMaR delivery method, there was no change to the permitting requirements.

#### **ADDITIONAL SERVICES REQUESTED BY DGS**

The AE has been asked to produce the following separate and additional early-release permit packages:

- Interior Non-Structural Demolition Permit Package
- Structural Demolition Permit Package
- Foundation-to-Grade Permit Package

Collectively, the production of these separate permit packages will require the AE to undertake the following additional effort:

- Additional meetings, communication, and coordination with DGS, CMAr, and Permit Expediter.
- Accelerating design and documentation
- Revising annotations and keynote instructions.
- Expanding documentation from simple “bulk” demolition into more detailed and differentiated documentation that reflects the sequential construction operations, including:
  - Documenting partial plumbing system removal and storm drainage infrastructure to remain.
  - Developing additional graphic documentation to include tertiary MEP infrastructure not needed for bulk demolition projects.
  - Determining requirements for temporary heating based on construction sequencing.
  - Delineating and documenting deferred demolition of building structure and MEP systems supporting the OUC antenna on the roof including temporary retention of electrical power distribution, fuel oil tanks and fuel distribution system, and emergency generator.
- Creating separate CAD/Revit files for new sheets including revisions to layer designations, phase filters, file names, detail references and callouts, and sheet numbering.
- Interdisciplinary coordination, QC review, and back-checking.
- Compiling and submitting associated drawing sheets.
- Responding to permit review comments and revising drawings.
- Preparation of additional structural calculations package.

#### **DELIVERABLES AND SCHEDULE**

The A/E will work with DGS and the CMAr to identify a mutually agreed upon schedule for delivery of the permit packages.

#### **COMPENSATION**

##### Interior Non-Structural Demolition Permit Package:

We propose to provide the requested additional services to produce the Interior Demolition Package for a fixed fee of Sixty-Seven Thousand, Two Hundred Eighty Dollars (\$67,280.00).

##### Structural Demolition Permit Package:

We propose to provide the requested additional services to produce the Structural Demolition Package for a fixed fee of Forty-Two Thousand, Eight Hundred Sixty Dollars (\$42,860.00).

##### Foundation-to-Grade Permit Package:

We propose to provide the requested additional services to produce the Foundation-to-Grade Package for a fixed fee of Fifty-Four Thousand, Three Hundred Sixty Dollars (\$54,360.00).

Collectively, we propose to provide the requested additional services to produce all three early-release permit packages for the grand total of **One Hundred Sixty-Four Thousand, Five Hundred Dollars (\$164,500.00)**.



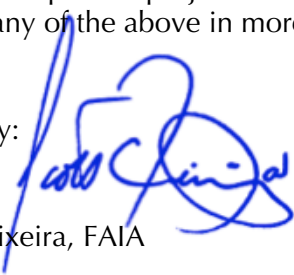
No additional increase to the allowance for reimbursable expenses is proposed.

Consistent with the level of detail requested by DGS for earlier proposals, we have summarized the proposed fee by package with a further breakdown by design discipline as follows:

Service	Interior Demolition	Structural Demolition	Foundation To Grade	Total Summary
Architecture and Project Management	\$ 14,650.00	\$ 14,650.00	\$ 14,650.00	\$ 43,950.00
Civil	\$ 4,950.00	\$ 1,320.00	\$ 8,420.00	\$ 14,690.00
Structural	\$ 0.00	\$ 5,500.00	\$ 9,900.00	\$ 15,400.00
Mechanical / Electrical / Plumbing	\$ 35,690.00	\$ 12,340.00	\$ 12,340.00	\$ 60,370.00
Fire Protection / Security	\$ 8,160.00	\$ 6,110.00	\$ 6,110.00	\$ 20,380.00
Telecommunication	\$ 3,830.00	\$ 2,940.00	\$ 2,940.00	\$ 9,710.00
<b>Grand Total – Additional Design Services</b>	<b>\$ 67,280.00</b>	<b>\$ 42,860.00</b>	<b>\$ 54,360.00</b>	<b>\$ 164,500.00</b>

Thank you for your consideration of this proposal, and we look forward to continuing our work with DGS on this very important project. Please do not hesitate to contact us if you have any questions or would like to discuss any of the above in more detail.

Prepared by:



Scott C. Teixeira, FAIA  
Partner

- Cc. Sadiq Ludin, DGS/C&P
- Solomon Ikotun, DGS/CCSD
- Mohamed Jalloh, DGS/CCSD
- Milind Gholap, DGS-Kramer/CCSD
- Brad King, DGS-Kramer/CCSD
- Brian Farrell, AIA

Submitted digitally as an uploaded attachment to PCO# Hartman-Cox LLP-012 via ProjectTeam

August 27, 2024

Mr. Eric Njonjo, Contracting Officer  
District of Columbia Department of General Services  
3924 Minnesota Avenue, NE  
Washington, DC 20019  
Office: (202) 727-713

Re: District of Columbia Office of Public Records and Archives  
DGS Contract No.: DCAM-22-CS-SS-007 - New A/E Title I and Title II Services  
Potential Change Order (PCO) No.: Hartman-Cox Architects LLP – 012  
**DGS Request – New Regulations: Net-Zero Feasibility Analysis and Design Changes**

Mr. Njonjo:

This request is submitted in response to discussion with the project management team at DGS Capital Construction Services Division (DGS/CCSD) dating back to meetings with DGS's Sustainability and Energy Management Division (DGE/SEMD) on May 4, 2023 pertaining to the applicability of DC Law 24-306 Greener government Buildings Amendment Act of 2022 (effective March 10, 2023). It has since been determined that the new law is applicable and our team has been directed to redesign the project to comply with the District's new requirements.

#### **BACKGROUND**

The currently contracted A/E design services and associated fees are based upon the DGS Scope of Work in Exhibit A of the design contract and as further qualified in the A/E's proposal, Exhibit B.

Specifically, the basis of the design scope of services pertaining to sustainable design is limited in Exhibit B with the following statement of Project Understanding, *"The project will be designed to achieve LEED Gold certification. Design services relating to the option of achieving LEED Platinum are excluded"*.

Also, as noted in the exclusions to our letter of proposal for PCO-004 last revised on April 17, 2003, and forming part of the basis for Contract Modification No. 3, the services and associated fees associated with that PCO and the subsequent contract modification do not include studying or pursuing net-zero design strategies.

#### **ADDITIONAL SERVICES REQUESTED BY DGS**

As communicated previously via electronic mail correspondence dated May 29th and June 28th, 2024, the following is a summary of the additional design tasks related to the GGBA overlay and the related design analysis to determine if it's possible to achieve net-zero (Appendix Z) compliance with a combination of OPR's relaxation/redefinition of programmatic criteria and partial redesign of the project:

- Study/Evaluate existing UDC geothermal system.
- Geothermal and PV analysis to determine EUI targets to achieve Net-Zero
- Revising the energy model standards from ASHRAE 90/1-2013 (current DC Energy Conservation Code) to ASHRAE 90.1-2016 (Appendix Z2.1.2)
- Identify a design and operations strategy that meets the compliance path for Appendix Z
- Preparation of meeting materials and additional meetings with DGS, Consulting Parties & Stakeholders, and GBAC to review/strategize/respond to multiple scenarios.
- Perform multiple iterations of energy modeling based on variably different project requirements and operations.
- Revise design of controls systems to incorporate the sensor-based strategy for minimizing ACH.
- Revise building enclosure to increase thickness of exterior wall (change from 3" polyisocyanurate to 4" XPS).
- Structural engineering evaluation to determine if additional facade weight impacts current design of building frame.
- Project management subtasks include:
  - Coordinating response and change actions with consulting engineers
  - Additional meetings, telephone calls and email correspondence with DGS, GBAC, OS/OPR, and consulting engineers.
  - Preparation of slide deck and presentation materials for the 4/24/24 GBAC Hearing, including rehearsals
  - Reviewing and participating in the GBAC's partial exemption process
  - Researching precedent projects cited by GBAC
  - Additional consultation with Michele Pacifico on deviations from archival standards (i.e., alternative compliance paths).
  - Consultation with OS/OPR on deviations from archival standards (i.e., alternative compliance paths).
- Architectural Subtasks include:
  - Review and consideration of potential architectural impacts of potential MEP changes
  - Implement changes to building enclosure for increase in thickness of exterior insulation and cross-sectional thickness of precast sandwich panes.
    - updating BIM Model, "dripline"/"footprint" of portions of project clad with architectural precast system.
    - corresponding updates to exterior wall sections and transition details with adjoining enclosures systems (curtain wall and roofs).
    - coordinating/updating slab edge and beam edge locations with structural engineer.
    - revising insulation requirements in specifications.

**DELIVERABLES AND SCHEDULE**

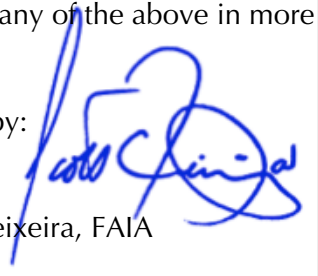
These additional design services will be performed concurrently with the AE’s other ongoing design work for which we are already contracted, and delivery of all associated work product shall be fully integrated with and incorporated into the work product and deliverables already prescribed in the contract.

**COMPENSATION**

We propose to provide these additional design services for a fixed fee of **One Hundred Thirty-Four Thousand Dollars and Zero Cents (\$134,000.00)**. No additional increase to the allowance for reimbursable expenses is proposed.

Thank you for your consideration of this proposal, and we look forward to continuing our work with DGS on this very important project. Please do not hesitate to contact us if you have any questions or would like to discuss any of the above in more detail.

Prepared by:



Scott C. Teixeira, FAIA  
Partner

- Cc. Solomon Ikotun, DGS/CCSD
- Mohamed Jalloh, DGS/CCSD
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