



MURIEL BOWSER
MAYOR

October 2, 2020

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

Reference: District of Columbia Department of General Services
Letter Contract and Proposed Agreement for Architectural/Engineering
Services for School-Within-School at Goding Elementary School.
Contract Number: DCAM-20-AE-0008
Contractor: Shinberg Levinas Architectural Design, Inc.

Dear Chairman Mendelson:

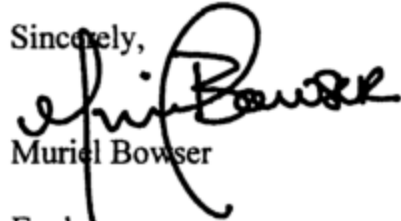
Enclosed for consideration by the Council of the District of Columbia is proposed emergency legislation, "Contract DCAM-20-AE-0008 with Shinberg Levinas Architectural Design, Inc. Approval and Payment Authorization Emergency Act of 2020", and the accompanying emergency declaration, to approve the proposed Agreement for Architectural/Engineering Services for School-within-School at Goding Elementary School (DCAM-20-AE-0008) (the "Contract") with Shinberg Levinas Architectural Design, Inc. (the "Contractor") to establish the total Contract value and the Final Design Fee of \$3,871,848; and, to authorize payment to the Contractor for architectural and engineering services received and to be received under the Letter Contract and the proposed Contract. On May 7, 2020, the Letter Contract was executed by the Department with an initial not-to-exceed ("NTE") amount of \$344,643. On July 7, 2020 and July 10, 2020, the Department executed Modification Nos. 1 and 2 to the Letter Contract and increased the NTE amount to \$977,008. The proposed Contract will increase the Contract's value from \$977,008 by \$2,894,840 to \$3,871,848.

The Chief Financial Officer has certified that the necessary funding for the above-referenced contract action is available.

In addition to the Letter Contract and proposed Contract, attached are (i) a contract summary, (ii) a fiscal certification, (iii) legal sufficiency memoranda and/or certifications, and (iv) a Citywide Clean Hands certificate for the Contractor.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser", written over the word "Sincerely,".

Muriel Bowser

Enclosures



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, Contract No. DCAM-20-AE-0008, between the Department of General Services and Shinberg Levinas Architectural Design, Inc. increasing the total amount of the contract to \$3,871,848.00, and authorizing payment to Shinberg Levinas Architectural Design Inc. for architectural and engineering services received and to be received under the contract.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,
That this act may be cited as the "Contract No. DCAM-20-AE-0008 with Shinberg Levinas Architectural Design, Inc. Approval and Payment Authorization Emergency Act of 2020."

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 the requirements of section 202 of the Procurement Practices Reform Act of 2010, as amended, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02), the Council approves Contract No. DCAM-20-AE-0008 between the Department of General Services and Shinberg Levinas Architectural Design Inc. for architectural and engineering services, increasing the amount of the contract to \$3,871,848.00 and

1 authorizing payment to Shinberg Levinas Architectural Design, Inc. for services received
2 and to be received under the contract.

3 Sec. 3. Fiscal impact statement.

4 The Council adopts the fiscal statement of the Chief Financial Officer as the fiscal
5 impact statement required by section 4a of the General Legislative Procedures Act of
6 1975, approved October 6, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

7 Sec. 4. Effective date.

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

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



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

COUNCIL CONTRACT SUMMARY
(Letter Contract)

**Letter Contract and Proposed Agreement for Architectural/Engineering Services for School-
Within-School at Goding Elementary School**

- (A) **Contract Number:** DCAM-20-AE-0008 (the "Contract")
- Proposed Contractor:** Shinberg Levinas Architectural Design, Inc. (the "Contractor")
- Letter Contract:** \$977,008.00
- Aggregate Amount of Letter Contract and Proposed Contract:** \$3,871,848.00
- Total Contract Amount:** \$3,871,848.00
- Unit and Method of Compensation:** Progress payments on a monthly basis
- Term of Contract:** May 07, 2020, date of execution of the Letter Contract through Construction substantial completion date of July 15, 2022.
- Note: Council approval is requested on or before October 6, 2020 in order to timely complete the Project.
- Type of Contract:** Firm Fixed Price
- Source Selection Method:** Competitive Request for Proposals (RFP)
- (B) **For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

N/A

(C) The date on which the letter contract or emergency contract was executed:

A letter Contract with the Contractor was executed by the Department of General Services (the "Department") on May 07, 2020 (the "Letter Contract").

(D) The number of times the letter contract or emergency contract has been extended:

The Letter Contract was extended once: Modification No. 1 to the Letter Contract extended the term of the Letter Contract from August 17, 2020 to November 15, 2020.

(E) The value of the goods and services provided to date under the letter contract or emergency contract, including under each extension of the letter contract or emergency contract:

The total value of the services provided to date under the Letter Contract is \$977,008.00, which represents the not-to-exceed amount established by the Letter Contract and Modifications Nos. 1 and 2 of the Letter Contract.

(F) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:

The Contractor shall provide a full range of architectural and engineering services necessary for the renovation or modernization of SWS Goding including the engagement of the necessary geotechnical consultants, traffic consultants and other sub-specialties as deemed necessary for the Project to assess the site conditions. SWS Goding is a District-wide public elementary school serving students from PK3 through 5th grade, from all eight wards and is located in Ward 6 and within ANC 6A. SWS Goding is a Reggio Emilia program in the DCPS portfolio. The SWS Goding facility consists of the Anne Goding building (a five-story academic block), built in 1958, and an addition consisting of a multipurpose room and cafeteria space. The facility shares outdoor space with the Sherwood Recreation Center on the adjacent property. Please note that all the shared outdoor play space is on DPR controlled property and any DCPS building addition shall remain on the DCPS property. The Goding building has received modest upgrades over the years but has yet to receive a full modernization that would enable the Reggio Emilia inspired programming to be fully realized. The full modernization to bring it in line with the DCPS educational specifications and increase the capacity to 350 students.

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

On November 27, 2019, the Department issued the RFP to engage a design firm to serve as the Architect/Engineer for the renovation and modernization of School within a School at Goding Elementary School located at 920 F Street NE, Washington, DC 20002. Seven (7) addenda were issued.

Addendum No. 1- Issued on December 06, 2019:

- Revised the date for the pre-proposal conference.
- Revised the time for the site visit

Addendum No. 2- Issued on December 12, 2019:

- Incorporated a sign-in sheet and business cards from the pre-proposal conference.

Addendum No. 3- Issued on December 18, 2019:

- Extended the Proposals Due Date to December 30, 2019, at 2:00 P.M.
- Revised Section D.3.1 of the RFP.

Addendum No. 4- Issued was issued on December 23, 2019:

- Provided questions and answers.
- Revised Attachment J (First Source Agreement and Agreement Plan) of the RFP.

Addendum No. 5- Issued on December 27, 2019:

- Extended the Proposals Due Date to January 7, 2020 at 2:00 P.M.

Addendum No. 6- Issued on January 3, 2020:

- Extended the Proposals Due Date to January 10, 2020 at 2:00 P.M.

Addendum No. 7- Issued on January 7, 2020;

- New revisions were added to Section A.0 (Executive Summary) of the RFP
- Revised the last paragraph of Section A.3 (Design Fees and Incentives) of the RFP
- Added a new paragraph to Section B.2.1.1 (services) under Section B.2.1 (Concept Design Phase (Phase I)) of the RFP.
- Added section B.2.1.3 (Review and Revisions to Concept Design Submission) and Section B.2.1.4 (Concept Design Budget Estimate) to section B.2.1 (Concept Design Phase (Phase I)) of the RFP.
- Added Section B.2.2.3 (Schematic Design Budget Estimate), Section B.2.2.4 (Review and Revisions to Schematic Design Submission) and Section B.2.2.5 (Value Engineering Memorandum) to section B.2.2 (Schematic Design Phase (Phase 2)) of the RFP.
- Added Section B.2.4.3, Section B.2.4.4 (Code Review) and Section B.2.4.5 (Value Engineering) to Section B.2.4 (Permit Set) of the RFP.
- Revised Section B.3.2 and Section B.3.3 (Construction Administration) of the RFP.
- Revised Section B.4 (Key Personnel) of the RFP.
- Added section B.10 (Continued Design-to-Budget Obligations), Section B.11 (Design Changes) and Section B.12 (Liquidated Damages) to Section B (Scope of Work) of the RFP.
- Revised and incorporated Attachment C (Form of Offer Letter) into the RFP.
- Incorporated Attachment F (Form of Contract) into the RFP.
- Incorporated Attachment N (Notice to Proceed and Letter Contract) into the RFP.
- Added a notice regarding the award under the RFP.

On the Proposal Due Date, January 10, 2020, ten (10) firms collectively, the "Offerors" and each individually, an "Offeror") submitted proposals in a timely manner:

Technical Evaluation:

The proposals were evaluated by a technical evaluation panel ("Panel") in accordance with the criteria set forth in the RFP. Each proposal was independently evaluated utilizing a point scale, certain points of which were for the technical evaluation component as follows: (i) A/E's and sub-consultants past performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules; (ii) professional qualifications necessary for satisfactory performance of the required A/E services; (iii) the A/E and its sub-consultant's specialized experience and technical competence in the type of work required under this contract; (iv) A/E and its sub-consultants key personnel's capacity to accomplish the work in the required time; and (v) Acceptability of Design Approach and Management Plan.

The Panel met to develop a consensus technical score. Prior to convening for the evaluation meeting, each of the Panel members individually completed an evaluation of the proposals. In doing so, each Panel member rated each Offeror with respect to specific subfactors in the five categories. In developing the consensus score, the Panel discussed the details of each of the proposals in light of the evaluation factors. Following the Panel's discussions and consensus ratings of the Offerors, the ratings were converted to numbers.

Discussions:

In accordance with DC Code Section 2-356.04, the Evaluation Board conducted discussions with the three (3) highest rated qualified Offerors. The Community Advisors were available to address any Evaluation Board's questions before they were instructed to leave so the Evaluation Board could independent discuss the re-scoring of the Offerors.

Total Technical Points after Discussions:

As a result of discussions, the Evaluation Board reexamined the technical points for each Offeror. Preference points were again applied to each Offeror. Based on this, a selection report was delivered by the Evaluation Board to the Department's Contracting Officer whereby Shinberg Levinas was the highest ranked Offeror and was selected as the most qualified Offeror to perform the requested services.

Certified Business Enterprise Preference Points:

In addition to the technical scoring, a certain number of points were available for each Offeror based on its status as a Certified Business Enterprise ("CBE") as determined by the Department of Small and Local Business Development ("DSLBD"). The Contractor was so certified and received points accordingly.

Contracting Officer's Independent Evaluation:

The DGS Contracting Officer, after carefully reviewing the evaluation process followed by the Panel, their notes and scoresheets, and their final consensus technical evaluation, conducted an independent assessment of each of the proposals. In addition, the Contracting Officer also found the proposed pricing to be fair and reasonable. The Contractor was the highest scoring Offeror; thus, the Contracting Officer awarded the Contract to the Contractor.

Negotiation and Determination of Fair and Reasonable Price:

The Contracting Officer examined the fee/price proposal submitted by Shinberg Levinas and determined that the proposed price was above the Department's independent government estimate. In accordance DC Code, Section 2-356.04, Contracting Officer entered into negotiations with Shinberg Levinas. As a result of the negotiations, the Parties agreed on a fair and reasonable price and a mutually satisfactory contract was successfully concluded with Shinberg Levinas.

Contract Award:

By award memorandum executed on April 07, 2020, the Department awarded Contract No. DCAM-20-AE-0008 to the Contractor as such award was determined to be most advantageous to the District.

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

A protest was filed with the District of Columbia Contract Appeals Board ("CAB") during evaluation of proposals. Bell Architects, PC and Newman Architects, PC filed a protest challenging the exclusion of parties from participating in the solicitation. On March 3, 2020, the Department filed separate motions to dismiss the protests as moot because the District accepted, and was evaluating, the protesters' responses to the Solicitations. Subsequently, the CAB dismissed the protest with prejudice.

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

The Contractor (Shinberg Levinas) is a Washington, DC based Corporation and together with their partner – ZPZ has extensive experience of more than 25 (twenty-five years) in the design of school facilities. The Contractor itself was established in 2009 and has successfully completed projects for the Department, including, work on Hyde-Addison Elementary School and Bruce-Monroe Elementary School. In addition, the Contractor is currently working with DGS on Lafayette Recreation Center and Chevy Chase Community center. The Contractor possesses the financial stability to successfully perform the Project and has provided a staffing plan for the Project which has been reviewed and approved by the Department. The Contractor has been determined responsible in accordance with 27 DCMR 4706.1.

- (J) The period of performance associated with the proposed change, including date as of which the proposed change is to be made effective:**

On May 07, 2020, the Department executed the Letter Contract. The proposed Contract anticipates a Substantial Completion Date of July 15, 2022.

- (K) **The value of any work or services performed pursuant to a proposed change for which the Council has not provided approval, disaggregated by each proposed change if more than one proposed change has been aggregated for Council review:**

The total value of the goods and services provided to date under the Letter Contract and Modifications Nos. 1 and 2 of the Letter Contract is \$977,008.00, which represents the not-to-exceed amount established by the Letter Contract.

- (L) **The aggregate dollar value of the proposed changes as compared with the amount of the contract as awarded:**

On May 07, 2020, the Letter Contract was executed by the Department with an initial Not-to-Exceed amount of \$344,643.00. On July 7, 2020 and July 10, 2020, the Department executed Modification Nos. 1 and 2 to the Letter Contract and increased the NTE amount to \$977,008.00. The proposed Contract will increase the Contract's value from \$977,008.00 by \$2,894,840.00 to \$3,871,848.00.

- (M) **The reason why the proposed change was sent to Council for approval after it is intended to take effect:**

On May 07, 2020, the Department executed the Letter Contract for \$344,643.00, which authorized the Contractor to advance the design and obtain the necessary permits. On July 7, 2020 and July 10, 2020, the Department executed Modification Nos. 1 and 2 to the Letter Contract and increased the NTE amount to \$977,008.00. The value of Letter Contract was less than \$1 million; thus, the Letter Contract did not require Council approval. The proposed Contract would establish the Contract's Final value in the amount of \$3,871,848.00 which would increase the Contract amount from \$977,008.00 by \$2,894,840.00 to \$3,871,848.00; thus, Council approval is required for this action.

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

The Contractor is a certified small business enterprise in accordance with the Act (CBE Number: LSD09383112021). The Contractor intends to self-perform a portion of the Contract with its own organization and resources. Notwithstanding the foregoing, the Contractor has certified that it will subcontract portion of the Contract amount to SBE/CBE's that are certified by DSLBD, as follows:

| | |
|--|----------------|
| Contract Dollar Value | \$3,871,848.00 |
| Total Amount of All SBE/CBE subcontracts | \$1,664,085 |

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

Performance standards outlined in the Contract consist of strict adherence to established milestones ensuring the timely completion of the required services, which will be closely monitored by Department staff. The Department may assess liquidated damages in the amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day per day in the event the Contractor fails to deliver any required reports or key design deliverables. The Department will also withhold 5% of the firm fixed fee from all progress payments due pending completion of the Project on or before the Construction Substantial Completion Date. Additionally, the Contractor must adhere to the terms and conditions of and the Standard Contract Provisions for use with District of Columbia Government Architectural/Engineering Services contracts.

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

The Letter Contract executed by the Department on May 07, 2020 provides for an initial Not-To-Exceed amount of \$344,643.00. On July 7, 2020 and July 10, 2020, the Department executed Modification Nos. 1 and 2 to the Letter Contract and increased the NTE amount to \$977,008.00, which represents the total expenditure of funds authorized to date.

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

The Office of the Chief Financial Officer has certified that the proposed Contract's amount is consistent with the Department's budget and that adequate funds are available in the Department's budget in accordance with §§47-392.01 and 47-392.02. The applicable Fiscal Sufficiency certification accompanies this Council Package.

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

The Letter Contract and proposed Contract have been deemed legally sufficient by the Department's Office of the General Counsel and the Contractor does not appear to have any current pending legal claims against the District.

(S) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

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

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

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

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

According to the DSLBD's website, the Contractor is a certified Local, and Resident Owned Business Enterprise. The Contractor's CBE Number is LSD09383112021 with an expiration date of November 9, 2021.

- (V) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

N/A

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

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

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

N/A

- (Y) Where the contract, and any amendments or modifications, if executed, will be made available online:**

Contract award information is available on the Department's website. Copies of contract documents will be made available upon request.

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

The original solicitation and any amendments were posted on the Department's website.



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: July 21, 2020

Notice Number: L0004216684

SHINBERG LEVINAS ARCHITECTURAL DESIGN INC
5101 WISCONSIN AVE NW STE 310
WASHINGTON DC 20016-4138

FEIN: **-***8462
Case ID: 516490

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 Marc Aronin
Chief, Collection Division

To validate this certificate, please visit MyTax.DC.gov. On the MyTax homepage, click "Clean Hands" and then the "Validate a Certificate of Clean Hands" hyperlink.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Memorandum

To: Keith A. Anderson
Director

From: Antoinette Hudson Beckham *AGYB* text here
Agency Fiscal Officer

Reference: Letter Contract and Proposed Contract No. (DCAM-20-AE-0008)- Architectural and Engineering Agreement for School-within-School at Goding Elementary School

Date: September 8, 2020

Subject: Fiscal Sufficiency Review

In my capacity as the Agency Fiscal Officer of the Department of General Services (the "Department"), I hereby verify that the Letter Contract and Proposed Architectural/Engineering Agreement for School-within-School at Goding Elementary School No. (DCAM-20-AE-0008) (the "Contract") with Shinberg Levinas Architectural Design, Inc. (the "Contractor") in the aggregate amount of \$3,871,848.00 is consistent with the Department's current budget and that adequate funds are available in the budget for the expenditure.

On May 07, 2020, the Letter Contract was executed by the Department, with an initial Not-to-Exceed ("NTE") amount of \$344,643.00. On July 7, 2020 and July 10, 2020, the Department executed Modification Nos. 1 (\$308,343.00) and 2 (\$324,022.00) to the Letter Contract and increased the NTE amount by \$632,365.00 to \$977,008.00 and extended the Letter Contract date to November 15, 2020. The proposed Contract increase of \$2,894,840.00 will establish the Final Design Price of \$3,871,848.00 (\$977,008.00 + \$2,894,840.00).

The Department of General Services (DGS- Implementing AGY) has \$2,894,840.00 in the DC Public Schools (DCPS - Owner AGY) cumulative capital budget allotment balance. The SOAR/PASS information is below/attached:

| Project Name | Project Number | AY | Fund Detail | Imp AGY | Owner AGY | RQ/PO | Amount | Comments |
|------------------------------------|----------------|------|-------------|---------|-----------|----------|----------------|--------------|
| Goding ES Modernization/Renovation | YY105C | 2008 | 0300 | AM0 | GA0 | PO625246 | \$344,643.00 | See Attached |
| Goding ES Modernization/Renovation | YY105C | 2008 | 0300 | AM0 | GA0 | PO626535 | \$308,343.00 | See Attached |
| Goding ES Modernization/Renovation | YY105C | 2008 | 0300 | AM0 | GA0 | PO626536 | \$324,022.00 | See Attached |
| Goding ES Modernization/Renovation | YY105C | 2008 | 0300 | AM0 | GA0 | RK159638 | \$2,894,840.00 | See Attached |
| | | | | | | Total | \$3,871,848.00 | |

Antoinette Hudson Beckham

Antoinette Hudson Beckham
Agency Fiscal Officer
Department of General Services



*** Electronic Invoicing Purchase Order. Please use <https://vendorportal.dc.gov> to register and submit invoices. ***

**Order No : PO626535 -DCPS-000060-MODRN School Within School @
Goding Elementary Modernization**

Issued on Sat, 11 Jul, 2020

Supplier

SHINBERG LEVINAS ARCHITECTURAL
5101 WISCONSIN AVE NW
SUITE 310
WASHINGTON, DC 20016
Phone: 202.244.5101
Contact

Ship To

Construction and Maintenance Use Only - Prospect Learning
Center
920 F St. NE
Washington, DC 20002
United States
Phone: 1(202) 576-5589

Bill To:

Please use <https://vendorportal.dc.gov> to register and submit invoices.

| Item | Description | Part Number | Unit | Qty | Need By | Unit Price | Extended Amount |
|--|--|-------------|------|---------|-------------------|------------|------------------|
| 1 | Modernizing Goding Elementary to renovate the... | | each | 308,343 | Fri, 03 Jul, 2020 | \$1.00 USD | \$308,343.00 USD |
| Modernizing Goding Elementary to renovate the existing building and construct an addition to accommodate DCPS Ed Spec. | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | Total | \$308,343.00 USD |

Comments

- COMMENT by aribasystem on 07/11/2020
The Contractor shall submit payment requests in electronic format through the DC Vendor Portal vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Sat, 11 Jul, 2020)
- COMMENT by aribasystem on 07/11/2020
FOB is Destination unless specified otherwise (aribasystem, Sat, 11 Jul, 2020)
- COMMENT by aribasystem on 07/11/2020
****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV***** (aribasystem, Sat, 11 Jul, 2020)



Requisition No. RK159638

Issued on Wed, 26 Aug, 2020

Created on Wed, 26 Aug, 2020 by Tama Tolson on behalf of Brian Butler

Supplier:

Ship To:

Construction and Maintenance Use Only - Prospect Learning Center
920 F St. NE
Washington, DC 20002
United States
Phone: 1(202) 576-5589

Bill To:

DGS-OCFO
2000 14th St., 5th Floor
Washington, DC 20009
United States

Deliver To:

Brian Butler

| Item | Description | Part Number | Unit | Qty | Need By | Unit Price | Extended Amount |
|--|--|-------------|------|-----------|-------------------|------------|--------------------|
| 1 | Modernizing Goding Elementary to renovate the... | | each | 2,894,840 | Wed, 09 Sep, 2020 | \$1.00 USD | \$2,894,840.00 USD |
| Modernizing Goding Elementary to renovate the existing building and construct an addition to accommodate DCPS Ed Spec. Requesting an RK to correspond with DGS C&P procurement action request. The cost noted above is per price negotiation with Shinberg/Levinas to provide A/E services to cover cost for remainder of A/E services, including DD, permit, IFC drawings, construction admin services. Enclosed are copies of support documents, including cost breakdown and associated proposals from the A/E firm. | | | | | | | |
| Total | | | | | | | \$2,894,840.00 USD |

Status: Submitted

| Approvals | | | | | |
|--------------|----------|--|--------------------------------|-----------------|-------------------|
| Required | Status | Reason | Approver | Approved By | Date |
| Required | Approved | Funds must be secured. | Funds Commit | Funds Commit | Wed, 26 Aug, 2020 |
| Not Required | Ready | RequesterWatcher | Brian Butler | | |
| Required | Approved | On behalf of user must approve | Brian Butler | Brian Butler | Thu, 27 Aug, 2020 |
| Required | Approved | Budget responsible manager to approve purchases against their budget | AM0 Budget Responsible Manager | Cassandra White | Wed, 26 Aug, 2020 |

| | | | | | |
|--------------|----------|--|---------------------------------|----------------------|-------------------|
| Not Required | Ready | Agency Manager to watch requisitions greater than \$25,000 | AM0 Agency Manager | | |
| Required | Approved | Supervisor | Cassandra White | Cassandra White | Wed, 26 Aug, 2020 |
| Required | Approved | Chain Of Command | Allam Al Alami | Allam Al Alami | Wed, 26 Aug, 2020 |
| Required | Approved | Chain Of Command | Paul Blackman | Paul Blackman | Thu, 27 Aug, 2020 |
| Required | Approved | Chain Of Command | Yohance Fuller | Yohance Fuller | Thu, 27 Aug, 2020 |
| Required | Approved | Chain Of Command | Mary Michelle Dee | Mary Michelle Dee | Thu, 27 Aug, 2020 |
| Required | Approved | The designated OCFO Budget Reviewer to approve | AM0 Budget Reviewer 2 | Tanya Hatchel-Thomas | Thu, 27 Aug, 2020 |
| Required | Ready | The Contracting Officer to approve requisitions before sending purchase order to suppliers | AM0 Contracting Officer 3 | | |
| Not Required | Ready | The Primary Contracting Officer to watch requisitions before sending purchase order to suppliers | AM0 Primary Contracting Officer | | |

Requisition Comments

- Tama Tolson, 08/26/2020:
Recommended Vendor:

Shinberg Levinas
5101 Wisconsin Ave., NW, 310,
Washington, DC 20016 (Tama Tolson, Wed, 26 Aug, 2020)
- COMMENT by Funds Commit on 08/26/2020
Funds Commit Successful The funds commitment creation was successful. Batch Agency-AM0, Batch Number-011, Current Document Number-RK159638 (Funds Commit, Wed, 26 Aug, 2020)

Requisition Attachments

- ATTACHMENT by Tama Tolson on Wednesday, August 26, 2020 at 2:51 PM
RK Request_SWS @ Goding ES_Design Services_07.24.20.pdf (595149 bytes)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



OFFICE OF THE GENERAL COUNSEL

MEMORANDUM

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

FROM: Kristen Walp
Senior Assistant General Counsel

SUBJECT: Legal Sufficiency Certification

Letter Contract and Proposed Architectural Engineering Agreement for School-Within-School at Goding Elementary School.

Contract Number: DCAM-20-AE-0008
Contractor: Shinberg Levinas Architectural Design, Inc.

DATE: September 22, 2020

This is to certify that this Office has reviewed the above-referenced proposed Letter Contract and Agreement and has found it to be legally sufficient, subject to submission of: (i) any required materials to Council for approval; (ii) Council's approval of the same; and (iii) a Fiscal Certification issued by the Department of General Services' Agency Fiscal Officer.

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

Kristen Walp
Senior Assistant General Counsel

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



June 18, 2020

Mr. Salos Levinas
Shinberg Levinas Architectural Design Inc.
5101 Wisconsin Ave NW #310
Washington, DC 20016
salo@shinberglevinas.com

Reference: Request for Proposals No. DCAM-20-AE-RFP-0008 Architectural and Engineering Services for School Within a School at Goding Elementary School ("Project")

Subject: Modification No. 1 Notice to Proceed and Letter Contract

Dear Mr. Levinas:


We refer to the executed Notice to Proceed & Letter Contract ("Letter Contract") dated May 18, 2020, between the Department of General Services (the "Department" or "DGS") and Shinberg Levinas Architectural Design Inc. (the "A/E" or "Contractor") in response to the above referenced RFP. Assuming this Letter Contract Modification is countersigned without modification of any kind, it will serve as Modification No. 1 ("Modification") to the Letter Contract. The terms of this Modification are as follows:

1. **Scope of Work.** The Contractor shall provide the services as further described in (**Exhibit A**).
2. **Not to Exceed Amount.** The Not-to-Exceed Amount ("NTE") is hereby increased from **\$344,643.00** by **\$308,343.00** to **\$652,986.00**. This increase is for the required services for Swing space and the updated fees as further described in **Exhibit A**. The full value of the swing space is \$611,105.00. However, the Department is only releasing \$308,343.00 at this point. In no event shall the Contractor be entitled to receive more than the **\$652,986.00** under this Letter Contract unless authorized in advance and in writing by a duly authorized DGS Contracting Officer. This NTE amount includes all costs incurred by the Contractor in connection with the work authorized hereby.
3. **Duration.** Once this modification is signed by the A/E, the Letter Contract will terminate on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii) November, 15, 2020.
4. **Complete Settlement.** It is mutually agreed that in exchange for this Modification and other consideration, the Contractor hereby releases, waives, settles, and holds the Department harmless from any and all actual or potential claims or demands for delays,

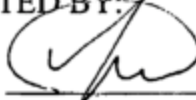
disruptions, additional work, additional time, additional cost, contract extensions, compensations or liability under any theory, whether known or unknown, that the Contractor may have now or in the future against the Department arising from or out, as a consequences or result of, relating to or in any manner connected with the Modification, the above-referenced Project, and the Contract work.

5. **Prior Agreement.** Except as expressly modified hereby, all of the terms and conditions of the Letter Contract remain unchanged and in full force and effect.

ISSUED BY:

By: 
Name: Ebtí K. Hana
Title: Contracting Officer
Date: 7/7/2020

ACCEPTED BY:

By: 
Name: Maria Gorodetskaya, AIA
Title: Principal
Date: June 18, 2020

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



EXHIBIT A

[ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGE]

shinberg.levinas

Shinberg Levinas
Architectural Design Inc.
www.shinberglevinas.com

5101 Wisconsin Avenue NW, 310
Washington, DC 20016

202.244.5101 tel
202.244.5363 fax

ADDITIONAL SERVICE AUTHORIZATION

Date: May 21, 2020
To: Scott Lee, Sr. Project Manager, DGS
From: Maria Gorodetskaya, AIA
Project: SWS @Goding ES
Re: CO-01, Swing Space Design Services
Cc: Salo Levinas

Authorization for the following Additional Service for the Project:

By: Shinberg/Levinas Architectural Design Inc. Design Team

Scope: Swing Space

Design work associated with the new swing site at 850 26th St NE (lot 4486 0802), to include a masterplan design for full capacity of 600 students, and phase 1 permit/construction administration for 350 students, to be completed December 2020. Fee includes architectural design services, construction administration, civil, survey, landscape design, dry utility consulting, structural, MEP, and traffic consulting.

Assumptions: Swing Space

Fire protection – none needed
Fire alarm no centralized alarming, only local in each trailer
Kitchen grease interceptor not included in our design
Kitchen hood and insul type fire protection not included in our design
No supplemental HVAC design, sizing to be provided for the trailer manufacturer
No sewage pumping is included
No generator design
No gas service is included
Only plumbing is sanitary and cold water
Each trailer will have its own hot water tank
No AV/IT ductbank for AV
Civil will bring sanitary, water and storm to the trailers
PEPCO load letter for new service
We will layout the schematic to supply the trailers with their own power. All site distribution shall be overhead.

Necessitated by: DGS request

Fee, Swing Space: **\$611,105**

By discipline:

| | |
|-----------|---|
| \$138,000 | architectural design, project management (SL) |
| \$134,865 | civil engineering (WM-DC) |
| \$ 42,145 | landscape design (WM-DC) |
| \$ 32,360 | survey (WM-DC) |
| \$ 68,665 | dry utility consulting (WM-DC) |
| \$ 2,000 | environmental (ECS) |
| \$ 12,750 | geotechnical engineering (ECS) |
| \$ 42,000 | structural (Silman) |
| \$110,000 | MEP (Setty) |
| \$ 28,320 | traffic engineering/consulting (Gorove/Slade) |

By phase:

| | |
|-----------|--|
| \$205,580 | Masterplan for site at full capacity |
| \$405,525 | Phase 1 design through construction administration |

SOV (through August only):

| Design Fee | Phase-1 | Swing | Phase -2 | Total |
|-------------|-----------|----------|-----------|-----------|
| 2020 April | \$98,470 | | | \$98,470 |
| 2020 May | \$147,703 | \$62,232 | | \$209,935 |
| 2020 June | \$98,470 | \$82,790 | \$50,715 | \$231,975 |
| 2020 July | | \$81,663 | \$132,860 | \$214,523 |
| 2020 August | | \$81,658 | \$140,447 | \$222,105 |

Notes

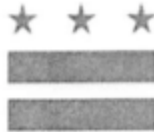
This Additional Service will be performed upon Approval and Authorization by DGS.

Approved & Authorized:

DC Department of General Services (DGS)

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



July 6, 2020

Mr. Salos Levinas
Shinberg Levinas Architectural Design Inc.
5101 Wisconsin Ave NW #310
Washington, DC 20016
salo@shinberglevinas.com

Reference: Request for Proposals No. DCAM-20-AE-RFP-0008 Architectural and Engineering Services for School Within a School at Goding Elementary School ("Project")

Subject: Modification No. 2 Notice to Proceed and Letter Contract

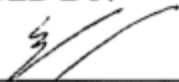
Dear Mr. Levinas:

We refer to the executed Notice to Proceed & Letter Contract ("Letter Contract") dated May 18, 2020, between the Department of General Services (the "Department" or "DGS") and Shinberg Levinas Architectural Design Inc. (the "A/E" or "Contractor") in response to the above referenced RFP. Assuming this Letter Contract Modification is countersigned without modification of any kind, it will serve as Modification No. 2 ("Modification") to the Letter Contract. The terms of this Modification are as follows:

1. **Scope of Work.** The Contractor shall continue to advance the design as further described in (**Exhibit A**).
2. **Not to Exceed Amount.** The Not- to- Exceed Amount ("NTE") is hereby increased from \$652,986.00 by \$324,022.00 to \$977,008.00. This increase is for the required services to start phase 2 of the Project. The amount of \$324,022.00 is a portion of the Schematic design fee as further described in (**Exhibit A**). In no event shall the Contractor be entitled to receive more than the \$977,008.00 under this Letter Contract unless authorized in advance and in writing by a duly authorized DGS Contracting Officer. This NTE amount includes all costs incurred by the Contractor in connection with the work authorized hereby.
3. **Complete Settlement.** It is mutually agreed that in exchange for this Modification and other consideration, 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, as a consequences or result of, relating to or in any manner connected with the Modification, the above-referenced Project, and the Contract work.

4. **Prior Agreement.** Except as expressly modified hereby, all of the terms and conditions of the Letter Contract remain unchanged and in full force and effect.

ISSUED BY:

By: 
Ebtisam K. Hana
Title: Contracting Officer
Date: 7/10/2020

ACCEPTED BY:


By:  Name:
Name: Maria Gorodetskaya
Title: Principal
Date: July 6, 2020

Exhibit A

shinberg.levinas

Shinberg Levinas
Architectural Design Inc.
www.shinberglevinas.com

5101 Wisconsin Avenue NW, 310
Washington, DC 20016

202.244.5101 tel
202.244.5363 fax

ADDITIONAL SERVICE AUTHORIZATION

Date: May 21, 2020
To: Scott Lee, Sr. Project Manager, DGS
From: Maria Gorodetskaya, AIA
Project: SWS @Goding ES
Re: CO-02, Continuation of Design – Phase 2 (partial)
Cc: Salo Levinas

Authorization for the following Additional Service for the Project:

By: Shinberg/Levinas Architectural Design Inc. Design Team

Scope: Phase 2 (partial fees)

Work associated with the continuation of design at the primary Goding ES site, phase 2 of project development. This CO includes partial fees to allow Design Team to continue working on the project and stay on schedule. Total fee for phase 2 (schematic design through construction administration) – TBD.

Necessitated by: DGS request

Fee, Phase 2: **\$324,022** (through August only, total fee TBD)

SOV (through August only):

| Design Fee | Phase-1 | Swing | Phase -2 | Total |
|-------------|-----------|----------|-----------|-----------|
| 2020 April | \$98,470 | | | \$98,470 |
| 2020 May | \$147,703 | \$62,232 | | \$209,935 |
| 2020 June | \$98,470 | \$82,790 | \$50,715 | \$231,975 |
| 2020 July | | \$81,663 | \$132,860 | \$214,523 |
| 2020 August | | \$81,658 | \$140,447 | \$222,105 |

Notes

This Additional Service will be performed upon Approval and Authorization by DGS.

Approved & Authorized:

DC Department of General Services (DGS)

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



April 28, 2020

By Electronic Mail

Mr. Salos Levinas
Shinberg Levinas Architectural Design Inc.
5101 Wisconsin Ave NW #310
Washington, DC 20016
salo@shinberglevinas.com

Reference: Request for Proposals No. DCAM-20-AE-0008 ("RFP") - Architectural and Engineering Services for School Within a School at Goding Elementary School ("Project")

Subject: Notice to Proceed and Letter Contract

Dear Mr. Levinas:

We refer to the offer submitted by Shinberg Levinas Architectural Design Inc. (the "Architect/Engineer" or "A/E") in response to the above referenced RFP. We are pleased to inform you that this Project has been awarded to Shinberg Levinas Architectural Design Inc. and if this letter contract ("Letter Contract") is signed by the A/E without modification of any kind, it will serve as a notice to proceed for the work described below. This notice to proceed is subject to the following terms:

1. Letter Contract. This is a Letter Contract between the A/E, and the District of Columbia Government, acting by and through its Department of General Services ("DGS" or the "Department"), and shall govern our relationship until such time as a final contract is entered into for the work described in the above referenced RFP (the "Definitized Contract"); provided, however, that to the extent an issue is not covered in this Letter Contract, the RFP shall govern. Once the Definitized Contract is signed by the Department, this Letter Contract shall automatically terminate and merge into the Definitized Contract.
2. Scope of Work. The A/E is authorized to provide all professional services, materials, tools, supplies and equipment necessary to advance the design and obtain the necessary permits for the Project. In particular, the A/E is required to complete the assessment and refinement, and the three (3) concept designs/schemes as called for in the RFP.
3. Deliverables. In connection with the services provided pursuant to this Letter Contract, the A/E shall provide, at a minimum, the deliverables in accordance with the requirements in the RFP

and Form of Contract to the Department's Program Manager and in the referenced instances to the Contracting Officer.

In the event that the A/E fails to timely submit any such deliverable, the A/E shall pay to the Department as liquidated damages (\$5000) dollars plus (\$500) per day after receiving written notice from the Contracting Officer of failure to submit each deliverable. This remedy is cumulative and does not limit any other right or remedy of the Department under the contract or applicable District law.

4. Not to Exceed Amount. The limit of this authorization is **\$344,643.00** as further described in **(Exhibit B)**. In no event shall the A/E be entitled to receive more than this amount under this Letter Contract. This Not-To-Exceed ("NTE") amount includes all costs incurred by the A/E in connection with the work authorized hereby. In no event shall the A/E be entitled to receive more than the NTE Amount under this Letter Contract unless authorized in advance and in writing by a duly authorized Contracting Officer.

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

6. Duration. Once signed by the A/E, the Letter Contract will become effective on the date the Letter Contract is executed by the Department. This Letter Contract will terminate on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii) August 17, 2020. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in the manner described in the District of Columbia Department of General Services Standard Contract Provisions General Provisions for Architectural and Engineering Services Contracts dated October 2018, attached as **(Exhibit A)**.

7. Use of Department's Electronic Project Management Information System (PMIS). Awarded Contractor shall utilize the Department's PMIS to create, manage and/or submit any and all documentation required to be provided by the vendor during the course of the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) potential change orders; (iv) meeting minutes; (v) pencil copy invoices; (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

8. Purchase Order Number. This Letter Contract will become effective on the date the Letter Contract is executed by the Department. The Department's Contracting & Procurement Division will issue a purchase order number. The purchase order will be sent in a separate cover. That number should be included in all future invoices and accounting records. In the event that you do not obtain a purchase order number please contact Eric Njonjo via cp.contract-spec1@dc.gov directly to obtain this number.

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

10. Service Contract Act. The A/E agrees that the work it performs under the Letter Contract shall be subject to the Service Contract Act Wage Determination in effect on the date the Letter Contract is executed by the Department; however, the current wages are incorporated as **(Exhibit E)**. Service Contract Wage Schedules are available at www.wdol.gov.

11. Living Wage Act. The A/E shall comply with all applicable provisions of the Living Wage Act of 2006, **(Exhibit C)**, as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

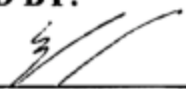
12. A/E Key Personnel. The following individuals shall be considered key personnel: (i) the Design Principal; (ii) the Project Architect (Project Manager); (iii) the Project Designer; (iv) the key MEP engineers; and (v) the key structural engineers as identified in **(Exhibit D)**. **The A/E shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement, in writing and by an authorized Contracting Officer ("CO").** The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel, the A/E shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract.

The A/E will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. In the event that any of the key personnel become unavailable to work on this Project for reasons beyond the control of the A/E or its principal consultants (due to death or disability), the A/E shall propose a substitute for any such individual and obtain the Department's consent to such substitute.


All members of the A/E's Key Personnel in **(Exhibit D)** shall be subject to a replacement disincentive fees for their removal or reassignment by the A/E except in circumstances arising from reasons beyond the A/E's control (due to death or disability). In each instance where the A/E removes or reassigns one of the key personnel as being subject to such disincentive payment (but excluding instances where such personnel become unavailable due to death or disability) without the prior written consent of the Department's Designated Representative, the A/E shall owe to the Department the sum of Twenty Five Thousand dollars (\$25,000) as a disincentive payment, to reimburse the Department for its administrative costs arising from the A/E's failure to provide the Key Personnel and remittance of replacement disincentive fees may be effected via deductions from payments owed to the A/E. The foregoing disincentive payment amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the A/E in the event that a member of the Key Personnel has been removed or replaced by the A/E without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the A/E, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the A/E's team not removed or replaced and the remaining members shall complete the services required under this Agreement in conjunction with the new members of the A/E's team approved by the Department.

13. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions (**Exhibit A – Architectural and Engineering Services**) supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 13, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

ISSUED BY:

By: 
Name: Ebtisam K. Hana
Title: Contracting Officer
Date: 5/7/2020

ACCEPTED BY:

By: 
Name: Salo Levinas
Title: President
Date: 4/27/2020