

STATEMENT OF WORK FOR WALTER REED PLAN REVIEWER

C.1 SCOPE:

The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED) (the “District”) is seeking an experienced Contractor to conduct various civil engineering reviews of development plans related to the redevelopment of the former Walter Reed Army Medical Center (WRAMC) by the project’s Master Developer, a joint venture of Hines, Urban Atlantic and Triden Development, or other Component Developers.

The main purpose of these reviews is to inform DMPED as to whether the proposed development plans are consistent with the existing or planned future use and function of adjacent properties within the WRAMC campus.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
01	Land Disposition Agreement	Walter Reed LDA	Nov 2016
02	Master Plan Map	Walter Reed Phasing Plan	Nov 2019
03	Master Plan	Walter Reed Reuse Plan	July 2012
04	Schematic Drawings	Existing Walter Reed Horizontal Plans	TBD
05	Planning Document	Small Area Plan	April 2013

C.3 DEFINITIONS

Component Developer – Development entities responsible for constructing vertical developments within the Project

DMPED – Deputy Mayor for Planning and Economic Development

Master Developer – Joint venture comprised of Hines, Urban Atlantic, Triden

TPWR - The Parks at Walter Reed

Walter Reed Local Redevelopment Authority (LRA) – the entity within DMPED responsible for implementing the reuse plan for the Walter Reed campus

C.4 BACKGROUND

The site formerly known as the Walter Reed Army Medical Center, a Base Realignment and Closure Act (BRAC) property, was declared surplus in 2009 by the U.S. Army. The District negotiated the boundaries with the Army and the Department of State in 2011, which allowed the District's Local Redevelopment Authority (LRA) to complete a Reuse Plan and a concurrent Small Area Plan. The District released a solicitation for a Master Developer in January 2013 yielding nine responses. In November 2013 the project was awarded to the Hines-Urban Atlantic-Triden joint venture. The District executed a Land Disposition Agreement with the Hines-Urban Atlantic-Triden joint venture in November 2016.

Project Redevelopment Plans: The redevelopment plan was developed over a multi-year, community planning process that informed the federally mandated Base Reuse Plan as well as the local requirements necessary to rezone the site through a Small Area Plan (SAP). Both planning initiatives support a redevelopment plan that includes 66.57 acre, 3.1M SF of mixed-use redevelopment including approximately 2,100 residential units (432 affordable), 2 charter schools, a town center with a large-format grocer and neighborhood serving retail, accommodations for homeless veterans and seniors, a non-emergency ambulatory care clinic, preservation of many historic buildings and 14 acres of open space.

Conveyance Details: Through an Economic Development Conveyance, the District has acquired title to the land from the US Army and also effectuated a 29-year ground lease with the developer at closing. Fee transfers to component developers will take place in phases over the lease term.

The Zoning Commission's final action meeting took place on July 27, 2015, with a 5-0 vote in support of 8 uniquely designed Walter Reed zones. Legislation authorizing the acquisition and disposition of the property was unanimously passed, B21-474, through the Walter Reed Development Omnibus Act of 2015 on March 1, 2016. Council subsequently approved the Economic Development Conveyance MOA agreement in the summer of 2016.

During the October 26, 2016 transfer ceremony with the Army, the District of Columbia celebrated the creation of a new, 3.1 million SF mixed use development as envisioned in a multi-faceted, community-supported, planning process, including the Council-approved Walter Reed Small Area Plan and the federally mandated, Walter Reed Base Reuse Plan.

C.5 REQUIREMENTS

C.5.1 The Contractor shall review development plans provided by DMPED for consistency with the approved re-development master plan, the approved sustainability plan, the proposed redevelopment schedule and phasing plans, all existing horizontal plans, and other factors that may be identified by the Contractor or DMPED during the initiation of specific review activities.

- C.5.2** During the course of certain tasks, the Contractor may interview the developer or the developer’s civil engineer, subject to the authorization of DMPED.
- C.5.3** The Contractor shall develop and submit a proposed standard memorandum format for approval by DMPED, and this approved memorandum format shall be used to document the review of plans and other materials relating to specific development activities.
- C.5.4** The Contractor and DMPED shall mutually agree upon the time required to perform, and document reviews at the initiation of individual review activities.
- C.5.5** The Contractor shall submit to DMPED a full memorandum report for each of the schematic drawings listed in C.5.5.1 thru C.5.5.7 based on the schematic submission in the approved format that shall outline any conflicts and or concerns based on the applicable documents. This memorandum shall also include suggestions and improvements that DMPED should seek from the developer.
- C.5.5.1** Schematic Drawing O
 - C.5.5.2** Schematic Drawing P
 - C.5.5.3** Schematic Drawing Dog Park
 - C.5.5.4** Schematic Drawing Arts Park
 - C.5.5.5** Schematic Drawing Building L
 - C.5.5.6** Schematic Drawing Toll Brothers
 - C.5.5.7** Schematic Drawing WXY
- C.5.6** The Contractor shall review and submit memorandums based on the deliverable schedule subject to any changes per DMPED’s request.

C.6 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) in accordance with the following:

No.	Deliverable	Quantity	Format and Method of Delivery	Due Date
01	Standardized Report Format as stated in C.5.3	1	Digital & Hard Copy	14 Business Days after award of contract
02	Report on Schematic Drawing O as stated in C.5.5	1	Digital & Hard Copy	20 Days after receipt of schematic drawings
03	Report on Schematic Drawing P as stated in	1	Digital & Hard Copy	20 Days after receipt of

	C.5.5			schematic drawings
04	Report on Schematic Drawing Dog Park as stated in C.5.5	1	Digital & Hard Copy	20 Days after receipt of schematic drawings
05	Report on Schematic Drawing Arts Park as stated in C.5.5	1	Digital & Hard Copy	20 Days after receipt of schematic drawings
06	Report on Schematic Drawing Building L as stated in C.5.5	1	Digital & Hard Copy	20 Days after receipt of schematic drawings
07	Report on Schematic Drawing Toll Brothers as stated in C.5.5	1	Digital & Hard Copy	20 Days after receipt of schematic drawings
08	Report on Schematic Drawing WXY as stated in C.5.5	1	Digital & Hard Copy	20 Days after receipt of schematic drawings

C.7 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the

subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

- 1. Commercial General Liability Insurance ("CGL")** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. **Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. **Workers' Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. **Cyber Liability Insurance** - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. **Professional Liability Insurance (Errors & Omissions)** - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous

coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

- 6. Commercial Umbrella or Excess Liability** - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

- E. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Jacque McDonald, DBA, MBA, MST, CPPO, CPPB
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street SE, Suite 675
Washington, DC 20003

- The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).
- I. DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.