



REQUEST FOR PROPOSALS TITLE PAGE - ONE

Arlington Public Schools Purchasing Office

REQUEST FOR PROPOSALS #02FY18

Proposal Title: ARCHITECTURE/ENGINEERING SERVICES FOR THE NEW ELEMENTARY SCHOOL AT THE REED SITE

RFP NUMBER: #02FY18

RFP ISSUE DATE: JULY 7, 2017

PROPOSAL DUE DATE AND TIME: **JULY 27, 2017, PRIOR TO 2:00 P.M.**
(LOCAL PREVAILING TIME)

This is Arlington Public Schools (APS) Request for Proposals (RFP) #02FY18 issued July 7, 2017. **Sealed Proposals must be received and time stamped, or signed in, prior to 2:00 PM, on July 27, 2017 (collectively "Proposal Due Date).** Offerors are responsible for ensuring that the Purchasing Office receives their Proposal submission prior to 2:00 PM, on July 27, 2017. The time a Proposal is received shall be determined by the time stamped on the Proposal receipt by the time clock in the Purchasing Office. The APS Purchasing Office is located on the fourth floor of the Arlington Public Schools Education Center, 1426 N. Quincy Street, Arlington, VA 22207. Delivery to, or receipt by, any office other than the APS Purchasing Office shall not be deemed receipt by the APS Purchasing Office until actually received in the APS Purchasing Office. The Offeror assumes all risk of delivery to the correct office.

In the event this time clock is not functioning, the time shall be determined by time displayed on the wall mounted clock located between rooms 405 and 406. The time on the wall mounted clock will be written on the proposal receipt by hand, by Purchasing Office personnel. **Proposals received at or after 2:00 PM, on July 27, 2017 shall not be considered.** If the APS Education Center is closed for any reason on the Proposal Due Date, the Proposal Due Date will be extended to 2:00 P.M. on the next business day the APS Education Center is open.

The APS Ed Center is a secure facility and Offerors can only enter through Door # 1 on the 1st Floor near the David M. Brown Planetarium. Offerors will have to sign in with the receptionist before being allowed up to the 4th Floor. Offerors must allow sufficient time to clear the sign in process to reach the Purchasing Office prior to the Proposal Due Date.

PRE-PROPOSAL CONFERENCE:

A pre-Proposal conference will be held for this Request for Proposals on July 13, 2017, at 10:30 AM, at Reed-Westover Building, Gym Area located at 1644 N. McKinley Road, Arlington, VA 22205, to discuss the general scope of services for the projects and answer general questions. Attendance is not mandatory, but is encouraged. Minutes of this pre-Proposal conference, including but not limited to questions and answers presented at the conference, will be prepared and issued in writing by the Purchasing Office.

All questions/requests for information other than those presented at the pre-Proposal conference must be submitted by email, addressed to: Ellen Wills, Assistant Purchasing Director, ellen.wills@apsva.us with a copy to Ajibola Robinson, Project Manager, ajibola.robinson@apsva.us. To be assured consideration questions/requests must be received prior to 5:00 PM, July 17, 2017. After reviewing any questions/requests submitted, the Purchasing Office will issue written answers to questions/requests it deems necessary to answer. Changes to this RFP will be made only by written Addendum issued by the Purchasing Office and designated as "Addendum No. ____."

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Proposals are to be submitted by mail, hand delivery or express carrier to:

Arlington Public Schools
Attn: Ellen Wills, CPPB, VCO, Assistant Purchasing Director
Purchasing Office, 4th Floor,
1426 N. Quincy Street
Arlington, VA 22207

No Proposal submitted by email or facsimile will be considered.

Please refer to Section III, Instructions to Offerors, for additional instructions and requirements.

ADDENDA:

All Addenda will be posted on the APS Website (www.apsva.us); and on eVA, the Commonwealth of Virginia's on-line e-procurement system: (www.eva.virginia.gov).

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall **acknowledge receipt and inclusion of all Addenda here:**

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Offerors shall confirm whether their Proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be proprietary or a Trade Secret is to be included in the Proposal at Tab 8, and shall include all information required by Va. Code Ann § 2.2-4342 in support of such designation. See Section IV Proposal Submission Requirements, D.

Please mark one:

- () Yes, My Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 8
- () No, My Proposal does not contain information deemed to be proprietary or a trade secret.

ACCEPTANCE OF SCOPE OF SERVICES:

By submitting a Proposal, Offeror confirms that it can deliver all of the work contained in the Scope of Services

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER:

Appendix B, General Terms and Conditions, the requirement of the Virginia Public Procurement Act (VPPA) § 2.2 4311.2 that an Offeror be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise by law is incorporated. The Offeror shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). For more information on how the SCC can expedite a request for an identification number, please contact the SCC at (www.scc.virginia.gov) or the Clerk's office at 1-804-371-9733.

The Offeror must complete the following by checking the appropriate line that applies and providing the requested information

1. ____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Offeror's identification number issued by the SCC is _____. (*The SCC number is NOT your federal tax Identification number nor your eVA registration number*).
2. ____ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's identification number issued to it by the SCC is _____.

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3. ___ Offeror does not have an identification number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia.

DEBARMENT:

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?
Yes ___ No ___

2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?
Yes ___ No ___

TYPE OF BUSINESS:

Please check the following information relevant to your firm:

- Minority Owned Business:** YES _____ NO _____
- Small Business:** YES _____ NO _____
- Woman Owned Business:** YES _____ NO _____
- Service Disabled Veteran Owned Business:** YES _____ NO _____
- Employment Service Organization:** YES _____ NO _____
- None of the Above:** YES _____ NO _____

ETHICS IN PUBLIC CONTRACTING/CERTIFICATION OF NON-COLLUSION:

The Contract(s) awarded as a result of this RFP, if any, will incorporate by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The undersigned certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other person(as defined in Code of Virginia Section 59.1-68.6 et seq.) and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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In compliance with this RFP and all the conditions imposed therein, the Offeror identified below offers and agrees to furnish the goods/services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with APS.

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address:

Remittance Address (If Different):

Phone: (____) _____

Fax: (____) _____

Email Address: _____

Contact Person: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____

Signature: _____

Date: _____

(Person signing must be authorized to bind the Offeror in contractual matters)

A W-9 Form should be attached showing correct Full Legal name for award of contract.

INCLUDE PAGES 1, 2, 3 AND 4 OF THIS RFP AS THE FIRST 4 PAGES OF YOUR PROPOSAL RESPONSE UNDER TAB 1

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I. BACKGROUND

Arlington Public Schools (APS) currently serves over twenty-six thousand (26,000) students in thirty-five (35) separate facilities with a total gross area of approximately four million, four hundred thousand (4.4 million) square feet. There is a constant need for a wide range of services connected with architecture/engineering (AE) design and construction management related to building construction and renovation.

On June 16, 2016 the School Board adopted the FY 2017-26 Capital Improvement Plan (CIP). The committed and proposed projects in the 10-year CIP total \$510.29 million and include \$435.03 million in bond funding.

The approved plan focuses on providing seats for students in the areas of most critical need in light of the continued, sustained growth in student enrollment. To meet its Strategic Plan goal of providing optimal learning environments, and focusing on the areas of greatest need, the School Board decided that capital improvements for this CIP would focus primarily on high school seats followed by efforts to increase elementary seats while continuing to invest in maintenance of APS facilities. Read more about the CIP here:

<http://www.apsva.us/post/6-17-school-board-adopts-the-fy-2017-26-capital-improvement-plan/>

[http://www.boarddocs.com/vsba/arlington/Board.nsf/files/AA YJJ74CD399/\\$file/F-1%20CIP-June%2016%202016%20PowerPoint.pdf](http://www.boarddocs.com/vsba/arlington/Board.nsf/files/AA YJJ74CD399/$file/F-1%20CIP-June%2016%202016%20PowerPoint.pdf)

This Request for Proposal (RFP) is a direct result of the approved FY 2017-25 CIP. The Offeror should review these reports prior to submitting a Proposal.

II. PURPOSE

APS requires *professional architectural and engineering* services for the New Elementary School at the Reed Site (Project).

The School Board approved FY 2017-26 CIP includes an expansion project at the Reed Site for a maximum cost of \$49 million to create a new elementary school for completion in time for the start of the **2021-22 school year** that provides at least **725 seats**.

The existing Reed-Westover Building, located at 1644 N McKinley Road, Arlington, VA 22205, houses both Arlington County and APS programs. The existing building is approximately 61,000 square feet (SF) of which the Arlington County Westover Library Branch comprises of 16,000 SF and the APS portion consisting of both The Children's School (TCS) and Integration Station (IS). TCS and IS will be relocated prior to construction. It is expected that the library will continue operations throughout construction.

It is expected that following the expansion the total building square footage for the new elementary school (excluding the public library branch) will be approximately 110,000 SF. The facility will be a heavily used community asset. In addition to expected use during regular school hours it will be used to support the APS Extended Day program, used most evenings and weekends by community groups, and used throughout the summer for various camps and summer school/enrichment programs. It is likely that structured parking will be necessary to accommodate the required parking while retaining adequate field and open space. Site construction will be required to meet current stormwater regulations and APS instructional requirements.

The following list of performance criteria shall be considered APS's project requirements, though the list is by no means to be considered exhaustive. The performance criteria listed are APS standards for new construction facilities. Since a portion of the Project includes an existing structure certain performance compromises may be necessary and shall be investigated and resolved during the initial design phases. The design shall:

- Integrate learning, design, sustainable design, and environmental stewardship so that it supports and enhances student learning and student success
- Deliver a balanced design that achieves **Zero Energy** status as defined by the United States Department of Energy

- Meet these measurable high performance criteria
 - Maximum Energy Use Intensity (EUI): 21
 - On-site renewable energy generation that exceeds the EUI via a solar photovoltaic array
 - Overall minimum insulation R-values: 30-roof, 25-wall, 10-under-slab
 - Thermally broken windows with insulated glass
 - Glazing percentage: 35-40%
 - Airtightness: 0.15 cfm/sf
 - HVAC System: ground source heat pump with dedicated outdoor air system
 - Lighting System: all LED
- Provide building systems that are durable, straightforward to operate/control, and are easily maintained
- Consider Indoor Air Quality, Thermal/Acoustic/Visual Comfort, and Universal Design standards beyond the minimums required by building code

The successful Offeror awarded a Contract as a result of this RFP, if any, must have sufficient organization, personnel and management to provide the Scope of Services required and meet the performance criteria listed above.

III. SCOPE OF SERVICES

A detailed Architecture and Engineering Scope of Services is provided in Appendix A.

For the construction of the Project APS intends to use a Construction Manager at-Risk (CMR) delivery method with Construction Manager Advisory (CMA) as the Owner’s Representative. The Scope of Services provided is written with this in mind. At APS’s sole discretion it may elect to modify this approach and will provide any resulting Scope of Services modifications to the successful Offeror.

Any architecture, civil/surveying, structural, mechanical, plumbing, fire protection, and electrical portions of the Work shall be planned and designed by, or under the immediate supervision of, a licensed Architect or Engineer who has expertise in the particular discipline involved. Any sub-contracted work shall be performed by the consultants, associates, or subcontractors proposed by the Offeror during the selection process as part of the Offeror’s team. The Contractor shall be solely responsible for any Work performed under the Contract by its consultants, associates or subcontractors.

For the Contract, the Contractor must:

- Furnish the number of final sets, interim sets, and copies of the work specified in the Scope of Services.
- Assure complete, competent, properly coordinated, and thoroughly-checked deliverables.
- Maintain security practices to prevent disclosure of information about the Project under the Contract to any individual or firm other than to APS except as may be required to obtain quotations for materials and supplies for subcontract work.

IV. PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Date</u>	<u>Schedule of Items</u>
Friday, July 7	Issue Request for Proposals
Thursday, July 13	Pre-Proposal Conference 10:30 AM
Monday, July 17	Questions/Inquiries Must Be Submitted By 5:00 PM
Thursday, July 27	Proposals Due Prior to 2:00 PM
Week of August 14*	Interviews
August 21 – August 25*	Discussions with Selected Offerors
August 28 – September 1	Negotiations
Friday, September 8*	Award Recommendation
Friday, September 22*	Award of Contracts

*tentative dates, subject to change

V. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION REQUIREMENTS

One (1) **Original hard copy Proposal** in a binder, and one (1) **Original electronic copy Proposal**, so marked, and two (2) separate hard copies of the Proposal and two (2) separate electronic copies of the proposal in PDF format on CD-ROM or memory stick, for a total of six (6) copies of your Proposal document are required. Offerors are to ensure the electronic copies are marked with the name of the firm. The Offeror's Proposal shall address the below areas, not exceeding the stated page limitations. The Proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Proposal shall be submitted in sealed package, with the RFP number, title, Proposal Due Date and time on the outside of the package. Offerors are responsible for having their Proposal received by Purchasing Office staff prior to the PROPOSAL DUE DATE. APS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, APS will notify the Offerors of the deficiency and request that the appropriate number of copies is delivered by the end of the second business day following the request. Failure to comply with this or other mandatory requirements of this Request for Proposal shall be grounds for APS to reject such Proposals as nonresponsive.

Email or facsimile submission of Proposals is not acceptable and any Proposal submitted in this manner will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals.

Offerors shall submit their Proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this solicitation.

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP or in the Instructions to Offerors shall result in rejection of the Offeror's Proposal as not responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.

APS proposed Contract Documents and this RFP contain terms and conditions APS intends to use for the resultant Contract. Any Offeror awarded a Contract shall be required to execute a Contract in substantial compliance with APS standard Contract and will be required to furnish all other required documents and information, including but not limited to tax identification or social security number within fifteen (15) days after receipt of notice of intent to award or notice of award; otherwise, APS may award the Contract to another Offeror.

Proposals having any erasures or corrections must be initialed by the Offeror in blue ink.

B. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, and visual and other presentations are neither necessary at this time nor desired by APS.

C. USE OF INFORMATION AND DOCUMENTS

APS and its officials, employees and agents may copy and use all or any portion of the Proposal for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall become the property of APS upon receipt by APS. Following award APS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold APS,

its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's Proposal.

D. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction are subject to the public disclosure restrictions and requirements of Va. Code Ann. § 2.2-4342. To the extent the Offeror seeks to exclude any document or information submitted as part of its Proposal from public disclosure the Offeror must comply with the requirements of Va. Code Ann. § 2.2-4342. **Offerors shall submit, under Tab 8 of the Proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall provide all information required by Va. Code Ann. § 2.2-4342 to establish why protection is necessary. Offerors may not declare the entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary or trade secret information; however all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information to the extent so provided by Va. Code Ann. § 2.2-4342.

Proprietary information from competing Offerors will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by §2.2-4342, Code of Virginia, as revised.

E. FORMAT AND CONTENT

1. The Proposal shall address the items included in the Appendix A, Scope of Services and in the Section VI, Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the Proposal should be tabbed and submitted in a three ring binder, or otherwise bound, with all documentation in a single volume if practical. Failure to do so will result in a lowered evaluation. Incomplete Proposals shall be determined non-responsive.
2. **Responses containing exceptions to the proposed terms in this RFP will be considered non-responsive.** No exceptions to the advertised contractual terms and conditions shall be included in the Proposal. Any exceptions to the advertised contractual terms and conditions may be submitted after the qualified Offerors are ranked for negotiations and Offerors have been notified that they have been selected for negotiations.
3. Offerors should organize their Proposals using the format indicated below. The Proposal shall provide documented evidence that the Offer understands the proposed scope of services and is qualified to perform the same.

- a. **TAB 1 - Title Sheet**

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1, 2, 3 and 4.)** of this solicitation and include it as the first pages of your Proposal. The name stated on the Title Sheet, page 4 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

- b. **TAB 2 – Executive Summary**

Provide a no more than one (1) page executive summary that highlights the strengths of your firm, factors that differentiate your firm from the other Offerors, and key elements that will contribute to the success of the anticipated services.

- c. **TAB 3 – General Qualifications and Staffing Plan**

The Offeror shall demonstrate that they have the resources and capability to provide services as described herein. Provide the following:

- i. Primary point of contact
- ii. Narrative describing general qualifications of proposed team, including any subconsultants.
- iii. Provide an **organizational chart** identifying proposed team and key personnel.
- iv. Provide a **staffing plan** in a graphic format that indicates what percentage of every individual's time will be committed to the projects (e.g. 100%, 50%, etc.) broken out by month for the entire project duration. Include all individuals from the Architect firm; it is not necessary to list subconsultant team members. If a specific team member is not known at the time of the RFP response list the position. The plan shall follow the Preliminary Schedule include in Appendix A.

d. **TAB 4 – Previous Project Experience Providing Comparable Services**

Provide a minimum of three (3) and maximum of ten (10) projects where comparable services were provided. The projects submitted shall have been sustainably completed within ten (10) years from the date of the Proposal Due Date. The projects shall be sufficiently comparable so that APS may conclude that the Offeror is familiar with and capable of handling the project(s) described herein. Preference will be given to previous experience in educational facilities, particularly K-12 facilities. Preference will also be given to projects dealing with occupied construction and those with demonstrated implementation of high performance building standards and/or Zero Energy certification.

At a minimum, for each project include:

- i. Project name and address
- ii. Owner name, address, reference, and reference telephone number
- iii. Construction Contractor name, address, reference, and reference telephone number
- iv. Contract dates, including design services, construction commencement, and substantial completion
- v. Delivery method
- vi. Project size (provide the size in SF)
- vii. Value of initial construction contract award and value of construction change orders. Provide an explanation if construction change orders exceeded 10%.
- viii. Project role and description of services
- ix. Proposed subconsultants (and its role) proposed in Tab 3 who worked on the project
- x. Proposed key personnel (and his/her role) proposed in TAB 5 who worked on the project
- xi. Sustainability certifications, if any
- xii. Relevance to this RFP

e. **TAB 5 – Key Personnel Experience**

Provide a matrix chart identifying participation of proposed key personnel on projects included in Tab 4. Preference will be given to personnel that have previously worked together on relevant past projects, as judged by APS.

Provide resumes for each of the proposed key personnel, including subconsultants. Quantity and qualifications of proposed personnel must be sufficient to complete the anticipated services. For each key personnel provide, at a minimum:

- i. Name, title, proposed position:
- ii. Education - Institution(s) attended, year of graduation, specialty/degree earned:
 - a. Post-graduate and specialized relevant training - dates, institutions, courses, seminars, etc.:

- iii. Licenses - list current licenses by type and state:
- iv. State how many years each proposed staff member has been employed by:
 - a. Your organization:
 - b. Your organization in the position proposed:
 - c. Previous organizations in the position proposed:
- v. Identify a minimum of (3) and maximum of (10) projects of similar nature, scope, and duration performed by the proposed personnel during the past ten (10) years in the same position as being proposed. Provide a brief description sufficient such that APS can determine it is relevant to this RFP. If projects were submitted under TAB 4 simply reference the project name.

f. **TAB 6 - Additional Information**

Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

Offerors may provide excerpts or samples of reports, studies, or design materials that are representative of work likely to be performed as part of the Project.

g. **TAB 7 - Insurance**

Submit current proof of the following insurance coverage:

- Worker’s Compensation Insurance
- Professional Liability (Errors & Omissions) Insurance
- Commercial General Liability
- Business Automobile Liability Insurance

Submissions of Proof of Insurance listed above will be provided on standard Acord Forms with this Proposal. Upon award of the contract, certificates of insurance, naming APS as additional insured for the duration of the contract shall be required.

h. **TAB 8 - Proprietary Information**

VI. PROPOSAL EVALUATION

Proposals must contain evidence of the Offeror's experience and abilities in performing the Scope of Services. A Selection Advisory Committee (SAC) will review and evaluate all Proposals. The SAC will rely on the Proposals submitted in selection of finalists and, therefore, Offerors must emphasize specific information considered pertinent to the project and submit all information requested. Evaluation of the Proposals will include the criteria listed in this solicitation.

The SAC will use the following criteria to evaluate and judge the Proposals (weighted as indicated below):

General organization, thoroughness, and continuity of Proposal	15%
Tab 3 – General Qualifications and Staffing Plan	20%
Tab 4 – Previous Project Experience Providing Comparable Services	35%
<u>Tab 5 – Key Personnel Experience</u>	<u>30%</u>
TOTAL	100%

The remaining contents of the Offeror’s Proposal not specifically listed in the evaluation criteria will be considered generally and may affect the weighting of the categories identified above.

Once the SAC has selected for interview those Offerors deemed to be fully qualified and best suited amongst those

submitting Proposals, the criteria and weightings used to evaluate Offerors during the interview stage will be as follows:

INTERVIEW CRITERIA

Shortlisted Offerors will be further evaluated at the interview stage. Final selection of the Offeror ranked highest will be based only upon the interview evaluations points. The points scored from the proposal evaluation will not be considered during the interview stage. The interviews will be evaluated upon the following criteria:

1. Demonstrated success in meeting the interview requirements and understanding of the RFP requirements. (25%)
2. Demonstrated knowledge of project methodology, understanding the scope of work, and APS' objectives. (30%)
3. Team composition (entire project team including PM) and demonstrated cohesion within the team. (25%)
4. Previous Project Experience Providing Comparable Scope of Services to APS or other local jurisdictions. (20%)

Information supplied by references on capability and past performance of Offeror. References will only be checked for the Offerors interviewed.

The Proposal evaluation scores, criteria and weightings, will not be considered during the interview stage.

VII. FEES FOR SERVICES

Fees are not to be submitted with the Offeror's Proposal. See Section VIII. METHOD OF AWARD for further information on fee negotiation. Offerors selected for individual discussions will be asked to provide non-binding estimates for services together with total project costs., hourly rates for all personnel proposed to be assigned work, including sub-contractors, and rates for typical reimbursable expenses for the purpose of estimating price.

The hourly rates as set forth in any initial Contract upon which the parties agree for purposes of award shall not be subject to adjustment during the Contract Term.

Refer to Contract Term and Condition 13, Reimbursable Expenses. The loaded labor rates shall be considered binding for the duration of the Contract. Travel expenses shall not be reimbursed unless travel is outside the states of Virginia, Maryland and the District of Columbia. In these circumstances, travel expenses will be reimbursed in accordance with the GSA Per Diem Rates if deemed by APS to be reasonably necessary to perform the Work. All normal travel expenses and travel time related to the Project are not considered reimbursable and shall be included in any lump sum price, not to exceed price and loaded hourly rates.

The reimbursement of travel expenses as described above shall also apply to all Sub-contractors and consultants used by the Contractor under the Contract.

VIII. METHOD OF AWARD

APS will award one Contract for the Project.

APS shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, Offerors shall be informed of any ranking criteria that will be used by Arlington Public Schools in addition to the review of the professional competence of the Offeror. Estimates of man-hours or cost for services will not be required. At the discussion stage, APS may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of prices for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, APS will not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or

standards developed pursuant to § 2.2-1132, until after the qualified Offerors are ranked for negotiations. Offerors providing a Proposal which contains exceptions will be deemed nonresponsive. At the conclusion of discussions outlined in this section, on the basis of the Evaluation Factors in the Request for Proposal and all information developed in the selection process to this point, APS shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed the most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to APS can be negotiated at a price considered fair and reasonable, and pursuant to contractual terms and conditions acceptable to APS, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the request for proposal, Arlington Public Schools may award contracts to more than one Offeror. Should Arlington Public Schools determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The following are provided in the RFP for information purposes only and must be signed and submitted by the successful Offeror:

- Appendix E - Sample Form Contract
- Appendix F - AE Certification Regarding Criminal Convictions
- Appendix G – Non-Disclosure and Data Security Agreement

IX. GENERAL TERMS AND CONDITIONS.

See Appendix B.

**ISSUED BY: Ellen Wills,
Assistant Director, Purchasing
Phone: (703) 228-7649
Email: ellen.wills@apsva.us**

Appendix A

ARCHITECTURE & ENGINEERING SCOPE OF SERVICES

I. PROJECT INFORMATION

Title: New Elementary School at the Reed Site (the Project)

Location: 1644 N McKinley Road, Arlington, VA 22205

Description: The Project will expand the existing Reed-Westover Building to create a new elementary school for completion prior to the 2021-22 school year that provides at least 725 seats. The existing building is approximately 61,000 square feet (SF) of which the Arlington County Westover Library Branch comprises 16,000 SF. The remaining portion is APS and consists of both The Children's School (TCS) and Integration Station (IS). TCS and IS will be relocated prior to construction. It is expected that the library will continue operations throughout construction.

It is expected that following the expansion the total building square footage for the new elementary school (excluding the public library branch) will be approximately 110,000 SF. The facility will be a heavily used community asset. In addition to expected use during regular school hours it will be used to support the APS Extended Day program, used most evenings and weekends by community groups, and used throughout the summer for various camps and summer school/enrichment programs. It is likely that structured parking will be necessary to accommodate the required parking while retaining adequate field and open space. Site construction will be required to meet current stormwater regulations and APS instructional requirements.

The following list of performance criteria shall be considered the owner's project requirements, though the list is by no means to be considered exhaustive. The performance criteria listed are APS standards for new construction facilities. Since a portion of this project includes an existing structure certain performance compromises may be necessary and shall be investigated and resolved during the initial design phases. The design shall:

- Integrate learning, design, sustainable design, and environmental stewardship so that it supports and enhances student learning and student success
- Deliver a balanced design that achieves **Zero Energy** status as defined by the United States Department of Energy
- Meet these measurable high performance criteria
 - Maximum Energy Use Intensity (EUI): 21
 - On-site renewable energy generation that exceeds the EUI via a solar photovoltaic array
 - Overall minimum insulation R-values: 30-roof, 25-wall, 10-under-slab
 - Thermally broken windows with insulated glass
 - Glazing percentage: 35-40%
 - Airtightness: 0.15 cfm/sf
 - HVAC System: ground source heat pump with dedicated outdoor air system
 - Lighting System: all LED
- Provide building systems that are durable, straightforward to operate/control, and are easily maintained
- Consider Indoor Air Quality, Thermal/Acoustic/Visual Comfort, and Universal Design standards beyond the minimums required by building code

Maximum Total Cost:	\$49,000,000 (approximately \$36,000,000 for the GMP, \$2,500,000 for Contingency, and \$10,500,000 for Owner/Soft Costs)	
Delivery Method:	Anticipated to be Construction Manager at-Risk (CMR)	
Owner's Representative:	APS Design & Construction Project Manager (APS PM) and Construction Manager Advisor (CMA)	
Substantial Completion:	June 2021	
Preliminary Schedule:	September 2017	Contract Award
	October 2017 to February 2018	Concept Design / Ed Spec / Site Survey
	March to July 2018	Schematic Design
	August 2018 to January 2019	Design Development / Use Permit
	February to September 2019	Construction Documents / Building Permit
	October 2019 to July 2021	Construction
	▪ June 2021	Substantial Completion
	▪ July 2021	Final Completion
	July to September 2021	Closeout
	October to December 2022	Post Occupancy Survey

II. ARCHITECT/ENGINEER (AE) RESPONSIBILITIES

A. General Responsibilities. The AE shall perform all the services required under the Contract as directed in writing by APS and as specified in Change Orders. The AE is responsible for providing the management, quality control, budget control, schedule control, and administrative tasks needed to perform the services in an expeditious and economical manner consistent with the Contract and the best interests of APS.

B. AE Staff.

- 1. Core AE Staff.** The AE shall assign and dedicate personnel to this Project sufficient in number, and with the requisite expertise and experience, to perform the duties described in the Contract. The AE will supplement the core staff as needed throughout all phases with other employees, and/or Subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Project. Such supplemental staff will be provided at no additional cost to APS. Having adequate AE staff at all phases of the Project is a requirement of the Contract and is the responsibility of the AE.
- 2. Removal of AE Employees.** APS shall have the right to remove immediately any AE employee at any time during the duration the Contract if it determines, in its sole discretion, that the employee is not of the level of competence or ability required under the Contract, or if the employee is for any other reason found to be unsuitable for the Work. The AE shall indemnify and hold harmless APS from any damages, loss or liability, including but not limited to attorney's fees and reasonable and customary litigation costs, arising from or relate to claim or cause of action arising from or related to any action by APS requiring the replacement of any AE employee under the Contract.
- 3. Personnel Replacements.** In the event that any personnel named in the Proposal is unable to perform their duties due to death, illness, resignation from the AE's employ, APS request for removal, or any other reason, the AE shall promptly submit to APS, in writing, the name and qualifications of a proposed replacement according to the approved succession plan. The AE shall make any approved substitutions at no increase in the Contract Price and the first 30 days of any replacement personnel shall be at no cost to APS to allow for a transition period.
- 4. Failure to Provide Qualified Personnel.** AE personnel must meet the stated requirements in the Request for Proposal documents and be acceptable to APS to perform the contracted services. APS may deem repeated failure or excessive delay by the AE to provide qualified personnel, or qualified replacement personnel, sufficient reason to terminate the Contract in whole or in part.

5. **Subcontractors.** No substitution of Subcontractors identified in the Proposal shall be permitted without the written consent of APS. APS has the right to remove any Subcontractor's employee APS deems to be incompetent, careless, not working in harmony with others on the Project, or otherwise objectionable.

C. Owner's Representative.

1. **Owner's Representative.** APS will contract with a Construction Manager Advisor (CMA) prior to the Guaranteed Maximum Price (GMP) phase. The AE shall assist in selection of the CMA. The AE shall recognize that the design and administration process requires collaboration with APS and the CMA and shall be responsive to their needs and requests.
2. **Other Owner Consultants.** APS will contract with various other team members in support of the project. These may include, but are not limited to, commissioning agents, environmental engineers, geotechnical engineers, and building systems specialists. The AE recognize that the project requires collaboration with these owner consultants and shall be responsive to their needs and requests.

D. Record Keeping. The AE shall prepare correspondence and other documentation to maintain accurate and detailed records for the Project, including but not limited to those records which may be deemed relevant to any claims or litigation. The AE will research and prepare draft submittals for APS and the Owner's Representative in connection with APS's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

E. Project Schedule. The AE shall be responsible for developing a detailed Project schedule of activities required under the Contract; inclusive of design phases, milestones, review periods, regulatory review/approval processes, etc. The AE shall update the schedule no less than monthly and provide input to and comment on the CMR's overall Project schedule.

F. Meetings. The AE will schedule and conduct meetings as necessary for the successful completion of the Project and as directed by APS. In conjunction with meetings, the AE will schedule and arrange for meeting places; provide advance notice of meetings to attendees; prepare and distribute agenda to all attendees before meetings; and chair meetings, addressing all old and new business, recording minutes, and controlling discussions to focus on results and the resolution of problems. The AE shall provide written minutes to APS within five (5) days of the meeting.

1. **Design Committee and Community Meetings.** Public engagement occurs throughout the project, but most intensely during the Concept and Schematic Design phases. During the Concept and Schematic Design phases the AE shall prepare for and facilitate regular meetings (typically every other week) of the School Board appointed Building Level Planning Committee (BLPC) and regular meetings (typically once per month) of the County Board appointed Public Facilities Review Committee (PFRC). The AE shall participate as needed in other community meetings required for the successful completion of the Project.

The AE shall prepare various graphics, models, and drawings to support public meetings as part of the design process. The AE shall recognize that the BLPC and PFRC are integral participants and key Project stakeholders.

2. **APS and Arlington County Staff Meetings.** Engagement with various APS internal staff occurs throughout the project design with specific meetings for discovery with APS school and internal staff (Concept design) and review meetings with APS staff (Schematic, Design Development and Final Design). In addition meetings with the Arlington County staff occurs throughout the project, but most intensely during the Use Permit submission and Building permit design phases. During these phases the AE shall prepare for and facilitate regular meetings with internal APS and Arlington County Staff typically once a month until approval of the Use and Building permits with County Staff and once every two months with APS internal staff. The AE shall participate in these meetings and document the meetings with meeting minutes and also attend other meetings as needed and required for the successful completion of the Project.

G. Quality Management. The AE shall be responsible for performing and coordinating quality control and quality assurance activities prior to submitting documents to APS. The AE will be required to use APS quality control software to provide responses to design review comments. The AE shall provide sufficient response and backcheck

comment responses prior to subsequent submissions to ensure resolution.

- H. Mandatory Cost Limitation.** APS will provide an initial mandatory design-to construction cost limitation for this Project based on the approved preliminary design. APS will provided the final design-to cost at the conclusion of Schematic Design. It shall be the AE's responsibility to prepare an economical design within the mandatory design-to construction cost limit provided. If at any time the AE determines that the design-to construction cost limitation will be exceeded, it shall immediately provide Notice to APS in writing.
- I. Cost Management.** The AE shall prepare a complete Cost Study at the end of each phase of the design; this includes the **Concept Design, Schematic Design, Design Development, 65% Construction Documents, and 95% Construction Document** phases.

Cost Studies shall include the following:

1. Detailed Estimate – showing work items and the methodology for establishing the value for each item. Estimates shall be in a format acceptable to APS.
2. Contingency – contingency shall be included in every cost study;
3. Escalation – escalation costs/factors shall be considered and identified;
4. Pricing of alternative design options;
5. Clarifications and Qualifications indicating any specific assumptions made in the development of the estimate;
6. Identification of all documents used in the development of the Cost Study;
7. Value analysis options including the associated cost savings or added costs and any benefits/disadvantages related to each option;
8. Owner costs as supplied by APS; and
9. Comparison to previous estimates and the reasons for any differences.

The CMR is also required to provide a cost estimate at the end of each design phase. The AE shall work with the CMR to reconcile the cost estimates of the AE and of the CMR and ensure that both estimates are based on the same scope and assumptions. Any deviation between the scope and assumptions shall be reported to APS. The outcome of the reconciliation shall be a singular unified and agreed estimate by both the AE and CMR with input from APS. The reconciled cost estimate will be used to determine whether the AE has met its contractual obligation to design the Project within the budget.

If the construction cost estimate exceeds the latest approved Project budget the AE will make recommendations for corrective action to APS and participate in value engineering activities to reduce costs. The AE shall provide timely advice to APS on cost reducing alternatives which can be employed without impairing the overall quality level of the projects, and participate in all cost reduction work sessions conducted by APS.

- J. Value Engineering.** APS considers Value Engineering (VE) as the achievement of an appropriate balance between costs, aesthetics and function. Based on this, VE should be conducted at each design submittal regardless of whether the Project costs are within the designated Project budget; that is, the Project Team (AE and CMR) needs to confirm that APS is getting the best “value.” All recommendations must be fully reviewed with APS and approved prior to implementation. APS views VE as an ongoing process. The AE is expected, therefore, to be pro-active and participate on an ongoing basis relative to VE ideas. The AE shall participate in generation of VE ideas, cost estimation of proposed VE items, and VE sessions facilitated by APS and the CMR.
- K. Limitations on Authority.** The AE shall provide recommendations on the following items for APS approval and authorization:
- Deviations from the Construction Contract Documents.
 - Obligation of expenditure of APS funds.
 - Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or impact the Project quality.
- L. Additional Services.** Any change to the Scope of Services shall be accomplished only by written change order signed by both APS and the AE. However, APS may issue Unilateral Change Orders (CO) for Additional Services in

the event the parties are not able reach agreement on any change to the Scope of Services. Any Change Order or Unilateral Change Order shall specify the additional work for the AE to perform. If there is agreement on the price the Change Order shall state the impact on Contract Price. If there is no agreement, the Unilateral Change Order shall set forth the impact on Contract Price to which APS agrees and AE shall proceed with the services described subject to the claims provisions of the Terms and Conditions subject to the claims requirements of the Contract Documents. The AE will price each CO and will provide a time of performance determination for APS review and approval. The AE shall perform the Additional Services upon the direction of APS by CO or Unilateral CO. The Terms and Conditions and General Conditions as applicable of the AE Contracts apply to Additional Services performed.

- M. Outreach.** The AE shall participate in outreach efforts as necessary in order to communicate Project issues with school staff, county staff, and/or general public.
- N. Building Information Modeling.** The AE shall use Building Information Modeling (BIM) beginning no later than the schematic design phase through Project closeout for production and coordination of the required Project deliverables. At a minimum this shall include the architectural and structural disciplines. This requirement can be waived for minor work only with written approval from APS.
- O. Deliverables Format.** All Project deliverables shall be produced in electronic format. Major submission materials must include both PDF and source files (e.g. Word, Excel, PowerPoint, AutoCAD, Revit, etc.). Major submission materials must also include hard copy deliverables, which is an eligible reimbursable expense, at a quantity specified by APS. BIM materials shall be exported at the AutoCAD version specified by APS.
- P. Sustainability.** The AE shall assist with efforts to implement practices and procedures throughout all Project phases to meet APS' high performance building goals, which may include, but is not limited to net-zero energy, water reclamation and reuse, WELL Building Standard certification and LEED Certification. The AE shall advise APS on various options available to achieve the Project's sustainability goals. At a minimum, the AE shall design the project to meet the intent of LEED Silver Level Certification and shall provide, as basic services, the effort required to do so. Project registration and submission of LEED documentation to the USGBC for review for the certification process will be compensated as additional services. APS intends to decide if LEED certification will be pursued by the conclusion of the schematic design phase.
- Q. Field Investigations.**
1. The AE shall review applicable as-built drawings and confirm them through field survey measurements and investigations. The AE shall also record relevant existing conditions not available on existing as-built drawings through field survey measurements and investigations. The AE will not be required to inspect all facilities for the purposes of developing as-is record documentation, but only those that in its opinion are required to perform the design services that are part of this Contract. Investigations shall include above ceiling surveys at accessible ceilings and within accessible crawl spaces or equipment chases. The AE shall provide recommendations to the APS for areas where selective demolition is the only means to see the extent of the existing construction in areas that must be known in order to perform the design services that are part of this Contract.
 2. The AE shall become generally familiar with all systems that are within existing structures to remain. As applicable the AE shall also review all existing systems in facilities that the AE recommends be demolished as they relate to continuing services to these buildings while they remain occupied during construction. The AE shall be responsible for understanding all existing building systems and conditions as they relate to the performance and documentation of its design services that are part of this Contract. As an overriding guideline, the AE shall consider that the facilities are occupied as a functioning public school, and will remain so throughout any renovations.
 3. The AE shall review applicable hazardous materials reports and management plans as they relate to the performance and documentation as part of this Contract. The AE shall recommend to APS if additional investigations, destructive or otherwise, are required to assess all the hazardous materials that may become disturbed during the Project.

R. Owner's Constructor.

Construction Manager at-Risk. APS will contract with a constructor, a Construction Manager at-Risk (CMR) prior to the commencement of the schematic design phase. The AE shall assist in selection of the CMR. The AE shall recognize that the design and administration process requires collaboration with APS and the CMR and shall be responsive to their needs and requests. This shall include, but is not limited to, cost estimating reconciliation, value management, constructability input/review, phasing and sequencing input, and responding to CMR subcontractor input through design assist activities.

III. DETAILED SERVICES

A.1. EDUCATIONAL SPECIFICATIONS

A.1.1. The AE shall prepare site-specific Educational Specifications (Ed Spec) for the Project. The Project's Ed Spec shall be based on previously approved APS educational specifications, in combination with required stakeholder interviews. The Project's Ed Spec shall serve as the primary programming document quantifying the type, capacity, quantity, and size of required spaces.

A.1.2. **Ed Spec Report.** The AE shall prepare an Ed Spec Report and submit it in accordance with the delivery schedule. Various tables, graphics, and photos are expected to support the report. APS will provide comment on a draft submission. The Ed Spec Report shall include the following information, at a minimum:

1. Executive summary;
2. Project title and location;
3. Date of submission;
4. Names of members of the APS School Board and Superintendent;
5. Summary narrative describing each program/school;
6. Schedule of Spaces chart that summarizes each space name, required quantity, size in net square feet, number of occupants, program capacity (as defined by APS as capacity generating spaces); total net area required, anticipated gross area factors, and total gross square feet;
7. Tabulation of proposed program capacities;
8. Individual data sheets for each space that include all information from the Schedule of Spaces summary plus plan diagram showing furniture (with alternative arrangements if applicable), list of furniture, equipment, audio visual, and information technology requirements; and
9. Various other graphics, precedent images, etc. required to support the intent of the report.

A.1.3. APS will provide written approval of the Ed Spec Report such approval shall be a prerequisite to the AE commencing work in the Design Development phase.

A.2. SITE SURVEY

A.2.1. **Survey.** The AE is required to perform a new survey of the existing site, collecting as well as plotting the data in a format that is translatable and downloadable into the Arlington County Geographic Information System (GIS). The survey shall identify in x, y, and z coordinate surface features and utility inverts. The top and bottom of curb elevations, top of utility structures, stairs and the entrance to buildings shall be measured and spot elevations given to the nearest hundredth of a foot. The survey shall include the area outside of the

property to fifteen (15) feet beyond the far curb of each adjacent street or to thirty (30) feet beyond an adjacent property line where the site is not abutted by a street. The survey shall include:

1. Locations of surface features including but not limited to curbing, gutter, sidewalks to include material type, curb cuts handicap ramps, utility poles, manholes, trees, shrubs, fencing, building faces, benches, hydrants, water/gas valves, water/gas meters, street and traffic lights, curb inlets, grated inlets, traffic islands, vaults, bus stops, signs, etc. Spot elevations to the nearest one-hundredth of a foot shall be provided at corners of existing vaults, vent shafts and the center of each manhole.
2. Storm Drain and Sanitary manholes shall be opened and the pipe/conduit size and materials in and out identified. The elevations of inverts in and out shall be identified as well as the rim elevations.
3. Contours shall be shown in two (2) foot increments, or in one (1) foot increments where grades are flat and tighter contour intervals are required to define drainage patterns.
4. The survey shall show property lines with bearings and distances, parcel/lot identifications to include owners, deed book and page for the site and adjacent properties.
5. The survey shall include underground utility information extracted from a combination of utility company records and Arlington County's Department of Environmental Services (DES) records. The survey shall also include verification of all wet and dry existing utilities via a third party utility locator service.
6. Flood zone designation with one hundred (100) year and five hundred (500) year flood plain limits show where applicable.
7. Controls. A traverse and baseline shall be established that can be utilized in the future as a construction baseline. The baseline shall be placed outside the property. The location of traverse points shall be tied to a minimum of three (3) other identifiable points. A minimum of two (2) benchmarks will be established outside the property that can be used in conjunction with the topographic survey and the future construction. The benchmark shall be tied to a minimum of three (3) other identifiable points.

A.2.2. **Boundary Survey.** The AE shall conduct property research to identify adjacent owners and boundary information, perform necessary field surveys, recovery of monuments, and mapping the property boundaries, including any easements or covenants.

A.2.3. **Tree Survey.** The AE shall engage an arborist and conduct a tree survey and inventory of the site. The inventory shall identify, at a minimum, the location, type, species, and condition of all the existing trees in accordance with Arlington County's current requirement. The tree survey shall be completed, compiled, and shown on the site survey drawings including the accompanying tree inventory chart.

A.2.4. **Site Survey Report.** The AE shall prepare a Site Survey Report and submit in all elements as a single package. The report shall include all documents prepared during the site survey phase: survey drawings, copies of utility company records, extracts of Federal Flood Insurance Maps, DES records, Arlington County surveyor records, tree inventory, and other data used to produce the topographic, boundary, and tree surveys. The report shall be submitted concurrent with the Master Plan Report.

A.3. MULTIMODAL TRANSPORTATION

A.3.1. See A.14.2.

A.4. CONCEPT DESIGN

A.4.1. The AE shall prepare various preliminary design options that support Project goals to a concept level of development. This effort shall be coordinated with development of the Project's Ed Spec (see Section A.1). Meetings with APS facility staff, School Board and County Board building committees, community members, and other key stakeholders will be required. Various graphics and drawings are expected to support the meetings and design process. At a minimum the AE shall develop three (3) design concepts representing a range of construction costs, namely a minimum, mid-range, and maximum. Design concepts that exceed the maximum construction cost identified for the project will not be accepted.

The AE shall consider the items listed below in developing alternative design concepts and shall continue to be considered in all subsequent design phases:

1. Accessibility (ADA and program access requirements (including ADA Accessibility Guidelines for Building Elements Designed for Children's Use for facilities for students younger than 12 years));
2. Comprehensive Universal Design principles;
3. Fire safety (construction type, egress, sprinklers);
4. Current and future community use of the building(s) and if these uses can continue in the future without impacting the educational program and project budget;
5. Conformance to the current APS educational specifications and Project's Ed Spec;
6. Evaluation of existing or proposed comprehensive land use plans, existing zoning ordinance, and any pending zoning amendments;
7. Impact of proposed design and associated capacity increase on common areas: physical education spaces, cafeteria, library, food services/kitchen, lockers, etc.;
8. Multimodal transportation issues which include, but is not limited to, facility parking, pick-up/drop-off, and vehicular/pedestrian building and site access/egress during construction;
9. For occupied and/or phased projects, phasing plans that allow for continuation of all systems and services within the existing to remain portion of the facility and on the site, during all phases of construction; and
10. Placement of students and staff during construction. Analysis shall include on-site phasing requirements and/or the use of off-site swing space, including any renovation required for that space and movement requirements to and from the space.

A.4.2. **Cost Study.** The AE shall prepare an estimate of probable construction and total project cost based on preliminary design studies, which may include design alternatives as required. At a minimum the Cost Study shall include the three (3) design concepts required in A.4.1. The AE shall reconcile its estimate with the CMR. The reconciled estimate shall be provided as a separate deliverable and summarized in the Concept Design Report.

A.4.3. **Owner Project Requirements (OPR) Report.** The AE shall meet with APS as needed to produce project-specific Owner Project Requirements (OPR) producing an OPR Report in accordance with the delivery schedule. The OPR is a written document that details the functional performance and maintainability of the project and expectations of how the facility will be used and operated. The OPR shall be included in the Schematic Design Technical Report. APS will provide comment on a draft submission. At a minimum the OPR shall address the following:

1. Project overview, including limitations (i.e. schedule, budget, etc.);
2. Project-specific design goals;
3. Occupancy and use;
4. Environmental and sustainability goals, including preliminary energy use intensity (EUI) goals, and LEED score card;
5. Building envelope;
6. Site design, utility upgrades, grounds, and landscaping;
7. Indoor environmental quality;
8. Building finishes;
9. Structural systems;
10. Equipment and system expectations for, at a minimum, the following: HVAC and BAS, Electrical production, distribution, lighting, and emergency power, Plumbing systems, Fire alarm/sprinkler systems and life safety equipment, Voice/Data services, Public Address and local sound systems, Master clock, First Responder network, Security and access control, Vertical transportation systems, Stormwater management, and Food service equipment;
11. Furniture, Furnishing, and Equipment (FF&E) to include gym equipment, exterior play equipment, exterior site furnishings, and art/music equipment, distinguishing between contractor provided/installed, owner provided/contractor installed, and owner provided/installed;
12. Hazardous materials;
13. Commissioning, inspection, and quality assurance;
14. Construction completion and turnover;
15. Operation & Maintenance;
16. Owner training; and
17. Post-occupancy and warranty.

A.4.4. **Concept Design Report.** The AE shall prepare a Concept Design Report and submit all elements as one package in accordance with the delivery schedule. APS will provide comment on a draft submission. The report shall include the following information, at a minimum:

1. Executive summary;

2. Project title and location;
3. Date of submission;
4. Names of members of the APS School Board and Superintendent;
5. Meetings held and the minutes of those meetings;
6. Summary description of the existing site and building conditions;
7. General description and illustration of preliminary design studies process and recommendations, including net and gross square footage tabulations;
8. Tabulation of existing and proposed student capacities and a narrative evaluating compliance of design to the existing APS educational specifications and site-specific educational specifications;
9. Narrative explaining opportunities and constraints of design options, including impact of the studies on existing zoning requirements (parking, building height/setback, etc.);
10. Preliminary proposed project schedule, including required phases;
11. Cost Study;
12. Concept design study drawings scaled to fit brochure format, fold-out pages are acceptable. The drawings shall include: overall building plans, plan enlargements of affected areas, and various precedent images and perspective views to support the design concept.

A.4.5. **Concept Design Presentation.** The Concept Design will be presented to the School Board for decision making. The AE shall prepare and provide a presentation to the School Board. The presentation shall be a summary of the work completed in the phase.

A.4.6. APS will provide written authorization to proceed to the subsequent phase of work. The AE shall not perform work in the subsequent design phase without APS approval.

A.5. SCHEMATIC DESIGN

A.5.1. Using the work completed in preceding phases, the AE shall prepare a schematic design that support Project goals. Meetings with APS facility staff, School Board and County Board building committees, community members, and other key stakeholders will be required. Various graphics and drawings are expected to support the meetings and design process.

A.5.2. **Basis of Design (BOD).** The AE shall use the approved OPR and prepare a Basis of Design (BOD) document that indicates the AE's approach for achieving the requirements outlined in the OPR. The BOD shall explain how the proposed design will meet the OPR and use as a plain a language as possible so that it can be understood by non-experts. The BOD shall be included in the Schematic Design Technical Report.

A.5.3. **Schematic Design Drawings.** The AE shall prepare schematic design drawings and submit all elements as one package in accordance with the delivery schedule. The drawings shall be developed to the level typically expected at this phase of design. At a minimum these shall include: project coversheet, sheet index, code analysis, phasing plans (if applicable), demolition and new work civil drawings, landscape plans, demolition and new work architectural plan drawings, preliminary furniture plans (can be shown on the architectural plans), exterior elevations, building section(s), and typical wall section(s). Sufficient design alternatives shall be developed such that at least three (3) different construction costs values can be

estimated, namely a minimum, mid-range, and maximum.

A.5.4. **Schematic Design Technical Report.** The AE shall prepare a schematic design technical report and submit all elements as one package in accordance with the delivery schedule. At a minimum the AE shall provide:

1. Summary space program explaining all deviations from the Project's Ed Spec that exceed 10%;
2. Description of design intent;
3. Life Safety and Code Analysis including, at a minimum, applicable codes, occupancy classification, construction type, height and area limitations, fire resistance rating requirements, occupant load and exiting, and plumbing fixture calculations;
4. ADA compliance analysis;
5. Basis of Design (BOD);
6. Detailed Project Schedule;
7. If applicable, description of the phasing plan, which allows for continuation of all systems and services within the existing to remain portion of the facility and on the site, during all phases of construction; and
8. Cost Study.

A.5.5. **Cost Study.** The AE shall prepare an estimate of probable construction and total project cost, which may include design alternatives as required. At a minimum the Cost Study shall include the alternatives required in A.5.3. The AE shall reconcile its estimate with the CMR. The reconciled estimate shall be included in the Schematic Design Technical Report and summarized in the Schematic Design Report.

A.5.6. **Schematic Design Report.** The AE shall prepare a Schematic Design Report and submit all elements as one package in accordance with the delivery schedule. APS will provide comment on a draft submission. The Schematic Design Report shall be an update to the Concept Design Report and have equitable content. It shall include updates on the design issues, schedule, reconciled budget, and other relevant items that may have changed during the design process. In addition to the equitable content provided in the Concept Design Report the AE shall also provide, at a minimum:

1. Description of the architectural design elements, including finishes; and
2. Executive summaries of engineering narratives describing the proposed design, including impact on existing building systems.

A.5.7. **Schematic Design Presentation.** The schematic design will be formally approved by the School Board prior to the work commencing on the Design Development phase. The AE shall prepare and provide a presentation to the School Board. The schematic design presentation shall be a summary of the Schematic Design Report.

A.5.8. APS will review and provide written comments for the Schematic Design Drawings and Technical Report. On-board reviews with APS stakeholders may be required to facilitate the review process. All design review comments, after vetting by the APS Project Manager, shall be entered into the design phase quality control software by the CMR, and the AE shall use the software to respond to each comment prior to the review for the subsequent design phase. Responses indicating inclusion in the design documents must reference where specifically in the documents the response can be found.

A.5.9. APS will provide written authorization to proceed to the subsequent phase of work. The AE shall not perform work in the subsequent design phase without APS approval.

A.6. DESIGN DEVELOPMENT

A.6.1. Upon written notice to proceed into the design development phase and using the work completed in preceding phases, the AE shall prepare a design development submission that support Project goals. Meetings with APS facility staff, Arlington County staff, School Board and County Board building committees, community members, and other key stakeholders will be required.

A.6.2. **Use Permit.** The AE is responsible for preparation and submission of all materials required to obtain a Use Permit and, as required Use Permit Amendment(s), from Arlington County. The Use Permit submission shall occur during the design development phase, or as directed by APS. The AE shall provide written responses to Arlington County comments and revised materials for resubmission within 15 days, or a longer period as agreed by APS. The AE shall incorporate Arlington County review comments as they are received into the design documents. The AE shall meet with Arlington County reviewers and commissions as required to discuss comments and their resolution. The AE shall prepare and provide a presentation to the County Board as required.

A.6.3. **Design Development Submission.** The AE shall prepare a design development documents and submit all elements as one package in accordance with the delivery schedule. APS will remain a fully engage participant in the design process, therefore progress updates are expected throughout the phase. At a minimum the AE shall provide:

1. Construction drawings for all disciplines required for completion of the work to a level not less than 35% completion. These shall include code/egress analysis, schedules for all material and equipment, sprinkler system zoning, approximate locations for ductwork, equipment, and piping, wayfinding, regulatory, and environmental signage, and others as required to document the design.
2. Outline specifications required for completion of the work.
3. Cost Study - statement of probable construction and total project cost reconciled with the CMR's estimate;
4. Updated summary space program explaining all deviations from the Project's Ed Spec that exceed 10%;
5. Load and equipment calculations for all systems;
6. Mechanical analysis that includes heating and cooling loads, ventilation rates, and finalized temperature control zoning.
7. Acoustical analysis that describes measures taken to provide an appropriate acoustical environment. Every reasonable effort must be made to confirm to ANSI Standard S12.60 Acoustical Performance Criteria, Design Requirements, and Guidelines for Schools, most current version.
8. Finish material boards and conceptual renderings required to convey the architectural and signage/graphics design intent.
9. Written replies to previous review comments;

10. Updated Life Safety and Code Analysis;
11. Updated LEED score card;
12. Project schedule inclusive of estimated phasing and construction duration;
13. Revised OPR, incorporating APS review comments from the Schematic Design phase;
14. If applicable, updated description of the phasing plan, which allows for continuation of all systems and services within the existing to remain portion of the facility and on the site, during all phases of construction; and
15. Furniture, furnishings and equipment layout, schedule, and estimate.

A.6.4. APS will review and provide written comments for the design development submission. On-board reviews with APS stakeholders may be required to facilitate the review process. All design review comments, after vetting by the APS Project Manager, shall be entered into the design phase quality control software by the CMR, and the AE shall use the software to respond to each comment prior to the review for the subsequent design phase. Responses indicating inclusion in the design documents must reference where specifically in the documents the response can be found.

A.6.5. APS will provide written notice accepting the design development submission. The AE shall not perform work in the subsequent design phase without APS approval.

A.7. CONSTRUCTION DOCUMENTS

A.7.1. Upon written notice to proceed to the construction documents phase, the AE will develop a complete, coordinated set of construction documents inclusive of all disciplines required for completion of the Project; such as code analysis/compliance, site/civil, landscaping, architectural, mechanical, electrical, structural, plumbing, fire protection, electronic communications, building and site security. Documents shall be in accordance with architectural and engineering best practices.

A.7.2. **Formal Submissions.** Two formal submissions are required during this phase: **65% Construction Documents** and **95% Construction Documents**. Each formal submission shall include:

1. Drawings including plans, elevations, sections, details, material, hardware, and equipment schedules, wayfinding, regulatory, and environmental signage, and others as required to document the design;
2. Written specifications, including recommendations for unit prices and allowances;
3. If applicable, detailed phasing drawings and applicable specifications which allow for continuation of all systems and services within the existing to remain portion of the facility and on the site, during all phases of construction;
4. Cost Study - statement of probable construction and total project cost reconciled with the CMR's estimate;
5. Updated summary space program explaining all deviations from the Project's Ed Spec that exceed 10%;
6. Required calculations and design/energy analysis;

7. List of all permits to be obtained;
8. Project schedule inclusive of estimated phasing and construction duration;
9. Written replies to previous review comments;
10. Contractor furnished contractor installed (CFCI) equipment list;
11. Owner furnished contractor installed (OFCI) equipment list;
12. Owner furnished owner installed (OFOI) equipment list; and
13. Furniture, furnishings and equipment layout, schedule, and estimate.

A.7.3. Specifications shall be prepared using AIA MasterSpec and shall include requirements contained in the APS Design Guidelines, applicable building codes and regulations, recognized construction standards. The Design Guidelines may be updated during the life of the Contract.

A.7.4. APS will review and provide written comments for each formal submission. On-board reviews with APS stakeholders may be required to facilitate the review process. All design review comments, after vetting by the APS Project Manager, shall be entered into the design phase quality control software by the CMR, and the AE shall use the software to respond to each comment prior to the review for the subsequent design phase. Responses indicating inclusion in the design documents must reference where specifically in the documents the response can be found.

A.7.5. APS will provide written notice accepting the **65% Construction Documents** submission and providing authorization to proceed to the **95% Construction Documents** phase. The AE shall not perform work in the subsequent design phase without APS approval.

A.7.6. **Permitting.** Following the review and approval of the **65% Construction Documents** submission the AE shall prepare and process a building permit application. The AE is responsible to furnish all materials required to receive applicable building permits. The AE shall provide written responses to Arlington County comments and revised materials for resubmission within 15 days, or a longer period as agreed by APS. The AE shall incorporate Arlington County review comments as they are received into the Construction Documents. The AE shall meet with Arlington County reviewers as required to discuss comment resolution. The Construction Documents shall be brought into to the **95% Construction Documents** level during the permit review period. The AE shall incorporate APS review comments on the **95% Construction Documents** submission into the permit set as required and coordinate such revisions Arlington County reviewers.

A.7.7. **Final Design Report.** The AE shall prepare a Final Design Report and submit all elements as one package in accordance with the delivery schedule. APS will provide comment on a draft submission. The Final Design Report shall be an update to the Schematic Design Report and have equitable content. It shall include updates on the design issues, schedule, reconciled budget, and other relevant items that may have changed during the design process.

A.7.8. **Final Design Presentation.** The final design will be formally approved by the School Board prior to the release of document for bid. The AE shall prepare and provide a presentation to the School Board. The final design presentation shall be a summary of the Final Design Report.

A.8. FURNITURE, FURNISHINGS, AND EQUIPMENT

- A.8.1. Furniture, furnishings, and equipment (FF&E) services are an essential part of the Contract and shall be integrated with the design and construction phases of the Project. FF&E documents shall be developed in parallel to and shall be fully coordinated with the Construction Documents.
- A.8.2. FF&E items are considered items that are not permanently fixed to the building, though they may have power and/or data requirements. FF&E items include, but are not limited to, seating, shelving, desks, benches, cabinets, waste receptacles, gymnasium equipment, etc. FF&E exclude computers and associated peripherals, photocopiers, telephones and associated equipment, cleaning and maintenance equipment, desktop tools, media and books, and artwork.
- A.8.3. The AE shall provide the following services:
1. Evaluate existing inventory and FF&E needs;
 2. Develop FF&E budgets based on primary designs;
 3. Evaluate and select products from manufacturers and product lines already under contract with APS;
 4. Prepare FF&E drawings, specifications, and cost estimates. FF&E documents shall be included in major submissions. FF&E budgets shall be updated concurrent with Cost Study submissions;
 5. Prepare FF&E design, procurement, delivery, and installation schedule coordinated with overall Project schedule;
 6. Assist APS in soliciting bids, reviewing bid proposals, and negotiating pricing;
 7. Assist APS in reviewing and tracking orders;
 8. Assist APS in planning, coordinating, and overseeing installation; and
 9. Assist APS in preparing punch lists and punch list completion.

A.9. GUARANTEED MAXIMUM PRICE (GMP)

- A.9.1. Upon written notice to proceed to the Guaranteed Maximum Price (GMP) Phase, the AE shall prepare a complete **GMP Set** inclusive of the Construction Documents which incorporate all APS and Arlington County comments received up to the date of the set. The GMP Documents shall be submitted to APS for back check. Multiple **GMP Sets and/or Early Release Work Packages** may be required to accommodate Project phasing, multiple permits, or early construction activity goals.
- A.9.2. The AE shall assist APS and the CMR in establishing a list of subcontractor bidders, review CMR request for proposal documents and trade package scopes of work, participate in prequalification and pre-bid conferences, and respond to questions from bidders with clarifications or interpretations of the GMP documents. All questions from bidders must be presented in writing from the CMR and the responses will be contained in an addendum.
- A.9.3. The AE shall make recommendations relative to alternates, unit prices, and allowances. The AE shall review and comment on alternates, unit prices, and allowances proposed by the CMR or prospective bidders.

- A.9.4. The AE shall arrange for reproduction and distribution of the GMP Set to prospective bidders on a reimbursable basis. The AE shall also post and make available electronic copies of the GMP documents. The AE shall maintain a list of all individuals and companies with addresses, telephone and fax numbers who request and receive GMP documents.
- A.9.5. The AE shall respond to requests for clarification from the CMR. The AE shall prepare addenda as may be required during the GMP bidding period including supplementary drawings, specifications, instructions and notices of changes in the GMP schedule and procedure. Upon written approval by APS, the AE shall update the drawings, specifications, and other documents to incorporate the agreed upon GMP assumptions and clarifications.
- A.9.6. The AE shall assist APS in the GMP evaluation. The AE shall provide a detailed analysis of the CMR's GMP submission, including CMR's proposed subcontractor selections, construction schedule, trade payment breakdown, and references within ten (10) business days of the submission. The AE shall promptly notify APS if it has any objections to the proposed subcontractors or trade contractors. At the request of APS, the AE shall participate in bid review and scope review discussions with subcontractors.
- A.9.7. If the GMP exceeds the design-to construction cost limitation provided by APS by 10% or less, the AE will assist APS in discussions with the CMR to achieve a price within available funds, including providing design modifications and value engineering as requested by APS. The AE may claim additional compensation for this work.
- A.9.8. If the GMP exceeds the design-to construction cost limitation provided by APS by more than 10%, then the AE shall, at its sole cost and expense, and without claim for additional compensation, revise the drawings and specifications as necessary to reduce or modify the scope of the project and provide any services necessary so that the total construction cost of the project will not exceed the design-to construction cost limitation provided by APS.
- A.9.9. The AE shall issue a consolidated set of Construction Documents that incorporate all addenda resulting from the GMP process. This **Construction Set** is distinct from the **GMP Set**.

A.10. CONSTRUCTION CONTRACT ADMINISTRATION

- A.10.1. The AE plays a critical role during the contract administration portion of the project. The AE shall use the contract management software specified by APS for all construction phase documentation and correspondence. The AE shall ensure adequate staffing to provide the required services in conjunction with the proposed schedule and phasing. The AE shall recognize that construction activities are often a higher level of intensity when school is out of session and shall plan accordingly. Responsibilities of the AE include:
1. **Submittals:** The AE shall manage submittals using APS' contract management software. Submittal review transmittal is to be generated and distributed to the CMR. In addition, all submittals are to be copied to APS and the CMA. Submittals shall be reviewed, and action noted within twenty-eight (28) calendar days. The AE shall review submittals concurrently with APS. APS review shall be within twenty-one (21) calendar days. APS shall forward review comments to the AE, who will consolidate APS comments with their own and issue to the CMR for response. The AE shall review APS submittal comments and notify APS of any conflicts or inconsistencies between those comments and the Contract Documents. The AE shall check the CMR's submittals to assure that they conform to the drawings and specifications, recommending approval of only those submissions which are satisfactory, and furnishing clear, concise comments in writing for those submittals which are rejected. The AE shall review any proposed substitutions and/or deviations from the Contract Documents to ensure compliance with all applicable codes and regulations, including those of Arlington County. The AE shall review any

- submittal detail not completely shown on the contract drawings. The AE shall review the CMR's submittal log for completeness.
2. Review of construction schedules.
 3. Review of Requests for Information (RFI) and response (to include supplemental drawings) within seven (7) calendar days of receipt. RFI responses are to be generated in APS' contract management software and distributed to the APS, CMR, and CMA.
 4. Issuance of Clarifications (CLF) on unclear contract documents. The AE shall provide documentation consisting of supplemental drawings, specifications, and interpretations in response to requests for clarification by the CMR or APS. The CMR, CMA, and the APS will make every effort to avoid submission of frivolous requests. CLF's are to be generated in APS' contract management software and distributed to the APS, CMR, and CMA. Response time shall be twenty-one (21) business days.
 5. Review of CMR's monthly Application for Payment for work completed to date. The AE shall provide comments to the CMA for inclusion in the CMA's consolidated comment set that will be presented to the CMR. The AE shall provide monthly reports covering the general conformance of the work to the design intent as a cover letter accompanying the CMR's approved monthly application for payment.
 6. Issuance of Proposed Modifications (PM) and Work Orders (WO) to the Contract upon the direction of APS. The AE shall prepare, reproduce, and distribute drawings and specifications to describe work to be added, deleted or modified. PM's and WO's are to be generated in APS' contract management software and distributed to the APS, CMR, and CMA.
 7. Evaluation of Proposed Change Orders (PCO). The AE shall review PCO's for reasonableness of quantities and costs, as well as, potential impact on quality or schedule. The AE shall participate in negotiations relative to cost or scope of work proposed to be added, deleted, or modified. The AE shall forward PCO evaluation comments to the CMA within fifteen (15) business days of receiving the proposal from the CMR, and the CMA will compose and distribute the response to the CMR, APS, and AE.
 8. Issuance of AIA Change Order Form for approved PCO's within fifteen (15) business days of the approval.
 9. The AE shall report on project deficiencies or non-compliance to the Contract Documents. This information will be given to the CMA for issuance in a Deficiency Log or, if warranted, via a formal Non-compliance Notification (NCN). The CMA will generate the Deficiency Log and/or NCN and distributed to the CMR, APS, and AE. Reports of any deficiencies observed shall be forwarded within twenty-four (24) hours of the observation.
 10. The AE shall visit the site at intervals appropriate to the stage/phase of the work or not less than one (1) visit every week, and report observations at on-site project meetings. The AE shall schedule these visits at an interval appropriate to the stage of construction and shall submit a written report within five (5) business days of the visit. These visits to the maximum extent possible shall occur concurrent with the construction progress meetings.
 11. The AE (and by extension members of the AE team), as a representative of APS, shall visit the site (1) to become generally familiar with and to keep the APS informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the APS against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract

Documents. The AE and its team members shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The AE shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the CMR's rights and responsibilities under the Contract Documents.

12. The AE shall attend construction progress meetings at the site. Meeting frequency shall be scheduled at intervals appropriate to the stage/phase of the work, but shall be at a minimum weekly. Meeting attendees vary but may include: the school principal (or designee), the CMR, APS representatives and CMA. The CMA shall record and distribute minutes of the meeting. The AE shall verify the minutes of the meeting. The AE Principal-in-Charge of the project shall attend monthly executive progress meetings on site with other APS, CMA and CMR project executives and senior staff.
13. The AE shall review reports on inspections and tests and notify APS and the CMR of observed deficiencies as noted in such reports.
14. The AE shall participate in commissioning meetings to ensure compliance with contract specifications, pre-construction meetings for various trades, and other meetings as required.
15. The AE shall review claims, disputes, or other matters between APS and the CMR relating to the execution or progress of the work as provided in the Contract.
16. All other project correspondence (letters, etc.) shall be generated in APS' contract management software and issued to the relevant parties.

A.10.2. The AE shall provide Project Closeout services initiated upon notice from the CMR that the CMR has performed a detailed and through inspection of the work. Notice shall consist of a detailed punch list outlining all outstanding items. Project Closeout services shall consist of:

1. A detailed inspection with the APS representatives and the CMA for conformance of the work to the Construction Contract and to verify the list submitted by the CMR of items to be completed or corrected. Note that the punch list for above ceiling work shall be generated prior to installation of acoustical ceiling tile but after installation of ceiling grid, diffusers, speakers, and other elements that will not be visible after tile installation.
2. Provide technical information and recommendations regarding the amounts to be retained until final completion in order for APS to secure and receive consent of surety or sureties, if any, to reduction in or partial release of the retainage or final payment.
3. Generation of final punch lists for all systems and finishes (site, building, exterior, roof, glazing, interior finishes, mechanical, electrical and plumbing systems, etc.) upon substantial completion.
4. Issuance of Certifications of Substantial Completion.
5. Inspections upon notice by the CMR that the work will be ready for final inspection and acceptance.
6. Notification to APS and the CMR of deficiencies found in follow-up inspections, if any.
7. Final inspection with the APS representatives and CMA to verify final completion of the work.
8. Receipt, review for compliance with contract specifications, and transmittal of manuals, tools,

equipment, spare parts, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying APS against liens.

9. Review of Operations and Maintenance manuals and as-built drawings for completeness and correctness.
10. Issuance of Certificate of Final Completion.

A.11. POST-CONSTRUCTION SERVICES

- A.11.1. The AE shall advise APS on the operation of building systems during initial occupancy, and coordinate warranty work by the GC after completion, for up to one year from the date of final completion.
- A.11.2. The AE shall create **As-Built Documents** by converting CMR posted "field set" drawings and specifications using the **Construction Set** as base drawings. The AE shall delete from the **As-Built Documents** the following information: new work notes; new work dimensions; and graphic references to new/existing construction. **As-Built Documents** shall be submitted to APS in PDF, CAD, and Revit format. Printed copies may also be required as requested by APS.
- A.11.3. The AE shall prepare simplified plan diagrams for APS use in its emergency evacuation/management procedures.
- A.11.4. The AE shall assist with incorporating the Project into APS' Facilities Information Management System (FIMS).
- A.11.5. All records related to both this Contract and the GC contract shall be maintained for a minimum of five (5) years after all activities related to either have been completed.

A.12. POST OCCUPANCY EVALUATION

- A.12.1. The AE shall meet with the BLPC approximately ninety (90) days after occupancy to debrief on the project planning process and discuss lessons learned.
- A.12.2. **Post Occupancy Evaluation Report.** At approximately one (1) year after occupancy, the AE shall prepare a Post Occupancy Evaluation Report and submit all elements as one package in accordance with the delivery schedule. APS will provide comment on a draft submission. At a minimum the report shall contain Project description/timeline, analysis of a physical survey, analysis of constituent survey(s)/interview(s), review of design, bidding, and construction process, areas of success, areas of concern, lessons learned, input from BLPC/building users, fiscal performance, timeliness of completion, and recommendations for future projects.
- A.12.3. **Post Occupancy Evaluation Presentation.** The AE shall prepare and provide a presentation to the School Board. The presentation shall be a summary of the Post Occupancy Evaluation Report.

A.13. SUPPLEMENTAL ADDITIONAL SERVICES

The following services could be required during the course of the Project and, if needed, would be compensated as additional services.

- A.13.1. **LEED Certification.** The AE shall register the project with the USGBC and prepare and submit all documentation required for LEED certification. In the event that APS elects not to submit or register the project with the USGBC, regardless of the reason, the AE shall prepare and submit all documentation required for all LEED aspects of the project to APS and Arlington County government.

- A.13.2. **Geotechnical Investigations.** The AE shall provide all geotechnical investigations related to design of the structures associated with the Project. The AE shall ensure that its geotechnical subcontractor restores all disturbed areas to their previous condition and removes all spoils from the site.
- A.13.3. **Infiltration Investigations and Testing.** The AE shall provide all infiltration testing required for design of the site Stormwater Management systems. The AE shall ensure that their infiltration subcontractor restores all disturbed areas to their previous condition.
- A.13.4. **Geothermal Investigations and Testing.** The AE shall provide all geothermal investigation, test wells, and conductivity testing required for design of the geothermal well field and the complete geothermal heating and cooling system. The AE shall ensure that its geothermal subcontractor restores all disturbed areas to their previous condition and removes all spoils from the site.
- A.13.5. **Hazardous Materials Assessment Report and Abatement Plan.** The AE shall prepare a Hazardous Materials Report assessing all the hazardous materials that may become disturbed during the Project. The AE shall prepare and incorporate into the Construction Documents a Hazardous Materials Abatement Plan which conforms to all applicable Federal, state, and local regulations. The plan shall accurately identify the location, type, and quantities of materials. The AE shall identify in a matrix all hazardous materials and hazardous material areas that may become disturbed, the location, the content (asbestos or other) and the quantities to be abated. Both friable AMC and non-friable ACM material shall be identified. The location and limits of the material areas shall be shown graphically on plan views of the school.

A.14. ALLOWANCES

The following allowance shall be included as indicated on Appendix C, and, if needed, will be negotiated as a more detailed scope of work becomes available.

- A.14.1. **Parking Structure Design Services.** Preliminary design alternatives for a parking structure shall be included, as basic services, in the AE fee for Concept and Schematic Design phases; these services shall include layouts and estimates of probable cost, as required. APS intends to decide if full design services for a parking structure will be pursued by the conclusion of the schematic design phase. If pursued, the AE shall provide full design services required to document and construct the required parking structure. Full design service shall include those provided in Design Development through Post-Construction Contract phases. The allowance will serve as an interim placeholder until the final scope is negotiated. At that time the AE shall provide a lump sum fee for those services.
- A.14.2. **Multimodal Transportation Services.** The AE shall be responsible for providing multimodal transportation services to support the design, construction, and post-construction phases. The final scope will not be available until after the date of anticipated contract award. The allowance will serve as an interim placeholder until the final scope is negotiated. At that time the AE shall provide a lump sum fee for those services.
- A.14.3. **Energy Dashboard.** The AE shall be responsible for designing and developing an Energy Dashboard that provides real time performance data on sub-metered systems including but not limited to energy consumption and generation. The Energy Dashboard shall also provide an interactive virtual experience that illustrates the building's sustainable features. The existing Energy Dashboard for Discovery Elementary School found at <http://158.59.255.83/> shall be used as the basis of design. The allowance will serve as an interim placeholder until the final scope is negotiated. At that time the AE shall provide a lump sum fee for those services.
- A.14.4. **Reimbursable Expenses.** Allowance for eligible reimbursable costs. See General Terms and Conditions item #11.

APPENDIX – B

GENERAL TERMS AND CONDITIONS

Any Contract awarded to an Offeror will contain the following Contract Terms and Conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror(s). MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW OR THE ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (“*”). The final Contract for any successful Offeror is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement #02FY18, and all modifications properly incorporated into the Agreement
- Exhibit A – Scope of Services
- Exhibit B – General Terms and Conditions
- Exhibit C – Non Disclosure and Data Security Agreement (AE)
- Exhibit D – AE Certification Regarding Criminal Convictions
- Exhibit E – Fee Worksheet Summary and Fee Schedule; and,
- Exhibit F – Certificate of Insurance

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between APS and the AE. APS and the AE agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or “Agreement.”

2. SCOPE OF WORK

The AE agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The primary purpose of the Work is to obtain the services of qualified AEs to assist APS. The Scope of Work is more fully described in Exhibit A. The Contract Documents set forth the minimum work estimated by APS and the AE to be necessary to complete the Work. It shall be the AE's responsibility, at the AE's sole cost for the compensation set forth in the Contract, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the AE's responsibility to manage the details and execution of its Work.

3. STANDARD OF CARE

In the performance of the Work, the AE and all its agents shall exercise the highest degree of skill and care normally accepted as the highest level of practices and procedures by members of the same profession for comparable work in the Counties of Arlington, Fairfax, Loudoun and Prince William and the City of Alexandria, Virginia.

4. RESPONSIBILITY OF THE AE

The AE shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the AE under this Agreement. The AE shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the work product, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

APS' review, approval, or acceptance of, or payment for, any services or deliverables required under the Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The AE shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

6. CONTRACT TERM

The Contract Term shall commence from the date the Purchasing Agent fully executes the Contract and shall terminate one (1) year after the first date of occupancy, or six (6) months after final payment to the General Contractor, whichever is later.

7. PAYMENT

7.1 Unless otherwise specified in this Contract, payment will be made on partial deliveries accepted by the APS if the amount due on the deliveries warrants it and the AE requests it.

7.2 Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Fee Work Sheet of Appendix C providing that all elements of that line have been completed as described in the portion of this Contract related to that line item

8. PROJECT OFFICER

The performance of the AE is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the APS Office requesting the Work. It shall be the responsibility of the AE to manage the details of the execution and performance of its Work under the Contract Documents.

9. ADJUSTMENTS FOR CHANGE IN SCOPE

APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the AE that the scope of the project or of the AE's services has been changed requiring adjustments to the amount of compensation due the AE unless such adjustments have been made by a written amendment to the Contract signed by APS and the AE.

10. ADDITIONAL SERVICES

The AE shall not be compensated for any goods or services provided except those included in the Task Work Order unless those goods or services are covered by a written amendment to this Agreement or to the applicable Task Work Order, signed by APS and the AE and an APS purchase order is issued covering the expected cost of such goods or services.

APS may determine the need for additional work by the AE. Upon a request from APS, the AE shall prepare a cost proposal for any such work. No additional services shall be performed unless a written amendment to this Agreement or the applicable Task Work Order has been executed by both parties.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B.

11. REIMBURSABLE EXPENSES/TRAVEL-RELATED EXPENSES

Reimbursable expenses include expenses incurred by the AE (including consultants) in the interest of the project, as identified in the following sub-paragraphs. A maximum of three percent (3%) markup may be applied to reimbursable expenses, except for expense of reproduction, postage, and handling of drawings, specifications, and other documents, to which no markup may be applied.

11.1 The following expenses incurred by the AE, and its Sub Contractors and consultants, in performing its responsibilities under the Contract will be reimbursed:

11.1.1 Reproduction, incurred by the AE using the APS authorized reproduction service providers, postage, and handling of drawings, specifications, and other documents, as required for formal submission to APS or the County offices.

11.1.2 Models requested by the APS.

11.1.3 Long distance travel, as authorized by APS. Long distance travel is considered to be travel in excess of the states of Virginia, Maryland and the District Columbia. In these circumstances, travel expenses will be reimbursed in accordance with the GSA Per Diem Rates for Arlington County, Virginia.

11.2 Expenses incurred by the AE, and its Sub Contractors and consultants, which will not be reimbursed include, but are not limited to:

11.2.1 Transportation (mileage, parking, bike or car rental) within the states of Virginia, Maryland and the District of Columbia and unauthorized out of Arlington County or long distance travel; communications and Internet connectivity; meals and entertainment.

11.2.2 Those expenses identified at 11.1 above are to be included in the AE's Lump Sum Price, Not to Exceed Price and Loaded Hourly Rates.

11.3. If an AE has expenses which they deem to be reimbursable in nature outside the items noted above, the AE shall bring these items to the attention of APS prior to the final negotiation of the AEs fees and also provide justification for consideration to APS for approval on such expenses.

12. PAYMENT OF SUBCONTRACTORS*

The AE is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the AE by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS and the subcontractor, in writing, of the AE's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The AE is obligated to pay interest to the subcontractor on all amounts owed by the AE that remain unpaid after seven (7) calendar days following receipt by the AE of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of the subcontract, interest shall accrue at the rate of one percent (1%) per month.

The AE shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The AE's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

13. NON-APPROPRIATION*

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by APS School Board. In the event of non-appropriation of funds by APS School Board for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the AE on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

14. ARLINGTON PUBLIC SCHOOLS PURCHASE ORDER REQUIREMENT*

Purchases by Arlington Public Schools are authorized only if a Purchase Order is issued in advance of the transaction. AEs providing goods or services without a signed Purchase Order, do so at their own risk, and will not be reimbursed for any goods or services provided prior to the date of the signed Purchase Order. Arlington Public Schools will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by Arlington Public Schools Purchasing Agent

15. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel and sub-contractors submitted by the AE in its Proposal and thereafter accepted by APS are considered essential to the AE's qualifications. The AE may not replace, substitute or augment any key personnel or sub-contractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including

identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

16. PROJECT STAFF

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Project by the AE. If APS reasonably rejects staff or subcontractors, the AE must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the AE's employees, and employees of any of its subcontractors, shall be the sole responsibility of the AE.

17. SUPERVISION BY AE

The AE shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the work persons reasonably proficient in the work assigned.

18. EMPLOYMENT DISCRIMINATION BY AE PROHIBITED*

During the performance of this Contract, the AE agrees as follows:

- A. The AE will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the AE. The AE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The AE, in all solicitations or advertisements for employees placed by or on behalf of the AE, will state that such AE is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The AE will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The AE will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED*

In accordance with §2.2-4311.1 of the Virginia Code, the AE acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY AE*

During the performance of the work pursuant to this Contract, the AE agrees to (i) provide a drug-free workplace for the AE's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the AE's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the AE that the AE maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a AE by APS in accordance with the APS Purchasing Resolution, the employees of which AE are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the AE has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the AE is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the AE has failed to perform satisfactorily, then APS will give the AE written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the AE fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the AE's failure to provide satisfactory Contract performance. Upon such termination, the AE may apply for compensation for Contract services satisfactorily performed by the AE, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the AE of same within a reasonable time thereafter. No Termination Costs shall be payable to AE until APS has determined all costs related to or arising from AE's default, including but not limited to costs of delay, re-procurement, correction and completion. If such costs to APS are less than the Termination Costs, the difference will be paid to AE by APS. If such costs to APS exceed the Termination Costs, AE shall pay the difference to APS within thirty (30) days following issuance by APS of the statement of the amount due.

Additionally, and notwithstanding any provision in this Contract to the contrary, the Contactor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the AE under the Contract and all reasonable attorney fees and costs, including but not limited to normal and customary costs of litigation and witness fees incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the AE shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the AE.

In the event any termination for cause, default, or breach shall be found to have been without sufficient justification or otherwise improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

22. TERMINATION FOR THE CONVENIENCE OF ARLINGTON PUBLIC SCHOOLS

The performance of Work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the AE of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective. The AE will be entitled to receive compensation for all Contract services satisfactorily performed by the AE and allocable to the Contract and accepted by APS prior to such termination and any other direct costs established by the AE as having been caused by the termination, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the AE shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

23. INDEMNIFICATION* (NOTE: Virginia law does not permit a public body to contract for the indemnification of others; cross indemnity provisions are not acceptable)

The AE covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its elected and appointed officials, officers, current and former employees, agents, Offices, agencies, boards, and commissions (collectively "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including costs of litigation as defined above and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the AE's acts or omissions or errors in performance or nonperformance of its Work called for by the Contract Documents, whether such act or omission or error is attributable to AE, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this Section is brought against APS, then upon written notice from APS to the AE, AE shall at AE's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the AE fails or refuses to save, defend, hold harmless and/or indemnify APS, the AE shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable costs as defined above and attorney's fees incurred and settlements or payments made. The AE shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to AE under this Contract.

AE understands and agrees that it is AE's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of AE's insurance to fully fund any indemnification shall not relieve the AE of any obligation assumed under this indemnification.

24. INTELLECTUAL PROPERTY INDEMNIFICATION*

The AE warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The AE further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, Offices, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including costs as defined above and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the AE, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the AE fails or refuses to fulfill its obligations contained in this section, the AE shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable costs as defined above and attorney's fees incurred and any settlements or payments made. The AE shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to AE under this Contract.

25. COPYRIGHT

The AE hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The AE further agrees to execute such documents as APS may request to effect such transfer or assignment.

Further, the AE agrees that the rights granted to APS by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the AE's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless APS approves the use of such subcontractors or third parties in advance

and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the AE for work related to work pursuant to this Agreement.

26. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the AE nor any rights or interests to use or disclose APS' data or inputs.

The AE agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the AE or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The AE shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the AE agrees that the Records are confidential records and neither the Records nor their contents shall be released by the AE, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The AE agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the AE shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The AE agrees to include the provisions of this section as part of any contract or agreement the AE enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

27. CONFIDENTIAL INFORMATION

The AE, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The AE shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

28. DATA SECURITY

The AE agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the AE are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The AE shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The AE shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- (a) APS' Non-Disclosure and Data Security Agreement (NDA). The AE shall require that an authorized AE designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.

- (b) Use of Data. The AE shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The AE will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- (c) Data Protection. The AE agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The AE shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The AE shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the AE agrees that it shall not share, disclosure, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (e) Security Requirements. The AE shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The AE certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the AE shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the AE. The AE shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.
- (g) Notification of Security Incidents. The AE agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.
- (h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the AE and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the AE a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plans.

29. ETHICS IN PUBLIC CONTRACTING*

This Contract incorporates by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.)). The AE certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

30. ARLINGTON PUBLIC SCHOOLS EMPLOYEES*

No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

31. FORCE MAJEURE

The AE shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the AE, and outside and beyond the scope of the AE's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract.

32. AUTHORITY TO TRANSACT BUSINESS*

The AE shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the initial Term and any Renewal Contract Term(s). A contract entered into by a AE in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

33. RELATION TO ARLINGTON PUBLIC SCHOOLS*

The AE will be legally considered as an independent contractor and neither the AE nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the AE, its employees, servants or agents. APS will not withhold payments to the AE for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the AE. Furthermore, APS will not provide to the AE any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

34. ANTITRUST

By entering into this Contract, the AE conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the AE may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

35. REPORT STANDARDS

Reports or written material prepared by the AE in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the AE.

When submitting documents to APS, The AE shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- Report cover or binder shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

36. AUDIT

The AE agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the initial Contract Term or any Renewal Contract Term. If the AE wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the AE shall notify APS at least thirty (30) days prior to such disposal, and if APS objects,

shall not dispose of the records.

37. ASSIGNMENT

The AE shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.

38. AMENDMENTS

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the AE and APS.

39. ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND ARLINGTON PUBLIC SCHOOLS POLICIES*

Notwithstanding any provision to the contrary herein, no provision of the Arlington Public Schools Purchasing Resolution or any applicable APS policy is waived in whole or in part.

40. DISPUTE RESOLUTION*

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in accordance with the Arlington Public Schools Purchasing Resolution.

A copy of the Arlington Public Schools Purchasing Resolution is available upon request from the Office of the Purchasing Agent.

41. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION*

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the AE shall comply with applicable federal, state, and local laws, ordinances and regulations.

42. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

43. NONEXCLUSIVITY OF REMEDIES

All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

44. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

45. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

46. NO WAIVER OF SOVEREIGN IMMUNITY*

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

47. SURVIVAL OF TERMS

It is the intent of the parties that any provision of the Contract Documents which by its content is intended to survive the expiration or termination of this Contract, whether or not specifically so stated. Without in any way limiting the foregoing, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO ARLINGTON PUBLIC SCHOOLS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

48. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

49. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

50. NOTICES

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE AE: (TO BE COMPLETED ON CONTRACT AWARD)

TO ARLINGTON PUBLIC SCHOOLS:

Jeffrey Chambers
Director, Design & Construction
Arlington Public Schools
Design & Construction Services
2770 South Taylor Street
Arlington, VA 22206

APS Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section (AE shall request address from Project Officer) ;

AND TO:

Ellen H. Wills, CPPB, VCO
Assistant Director,
Purchasing Office
Finance & Management Services
Arlington Public Schools
1426 N. Quincy Street,
Arlington, Virginia 22207

51. NON-DISCRIMINATION NOTICE*

APS does not discriminate against faith-based organizations.

52. INSURANCE REQUIREMENTS

The AE shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the AE has in force the coverages below prior to the start of any Work under this Contract and upon any contract extension. The AE agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Professional Liability and/or/Miscellaneous Errors and Omissions - The AE shall carry Professional Liability/and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount of \$1,000,000.

- c. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent AEs, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- d. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- e. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insureds under all coverages except Workers' Compensation, Errors and Omissions, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract:
"APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools"
- f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the AE shall notify the Purchasing Agent immediately upon AE's notification from the insurer. Any policy on which the AE has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the AE must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the AE's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.
- i. Intellectual Property Infringement Insurance.

The AE must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. APS reserves the right to request additional information to determine if the AE has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The AE shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the AE. The AE shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the AE from any liability or obligation imposed upon the AE by the provisions of the Contract Documents.

The AE shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The AE assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The AE shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the AE may NOT satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required.

53. ACCESSIBILITY OF WEB SITE*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the AE shall perform such work in compliance with the requirements set forth in the U.S. Office of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

54. ARLINGTON COUNTY BUSINESS LICENSE

The AE must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

55. SUBCONTRACTS

The AE shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

The AE shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the AE.

The AE shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

56. AE CERTIFICATION REGARDING CRIMINAL CONVICTIONS

56.1 As a condition of awarding a contract for the provision of Work that requires the AE or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the AE to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The AE certification covers its employees, its Subcontractors and the employees thereof. (Submit Appendix A provided below).

56.2 The AE shall also certify for its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The AE upon demand from APS shall provide all information which allowed for the certification.

56.3 The AE shall submit to the Owner a completed AE Certification Regarding Criminal Convictions on the form provided by the Owner (Appendix F).

APPENDIX – C

FEE WORKSHEET SUMMARY

Fees are not to be submitted with the Offeror’s Proposal. See Section VIII. METHOD OF AWARD for further information on fee negotiation.

Only at the request of APS, complete the summary worksheet AND provide hourly rates for the Architect and each proposed sub-consultant organized by CLIN.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A.1	Educational Specifications	LS	\$
A.2	Site Survey	LS	\$
A.3	Multimodal Transportation	LS	\$ N/A (see A.14.2)
A.4	Concept Design	LS	\$
A.5	Schematic Design	LS	\$
A.6	Design Development	LS	\$
A.7	Construction Documents	LS	\$
A.8	Furniture, Furnishings, and Equipment	LS	\$
A.9	Guaranteed Maximum Price	LS	\$
A.10	Construction Contract Administration	LS	\$
A.11	Post-Construction Services	LS	\$
A.12	Post Occupancy Evaluation	LS	\$
A.13.1	Additional Service – LEED Certification	LS	\$
A.14.1	Allowance - Parking Structure Design Services	NTE	\$200,000
A.14.2	Allowance – Multimodal Transportation Services	NTE	\$175,000
A.14.3	Allowance – Energy Dashboard	NTE	\$100,000
A.14.4	Allowance - Reimbursable Expenses	NTE	\$50,000
	TOTAL PRICE		

Abbreviations:

CLIN – Contract Line Item Number, price provided shall be for corresponding A/E Scope of Services section

LS - Lump Sum

N/A - Not Applicable

NTE - Not to Exceed

APPENDIX – D

FEE SCHEDULE

Fees are not to be submitted with the Offeror’s Proposal. See Section VIII. METHOD OF AWARD for further information on fee negotiation.

Only at the request of APS, the AE shall provide a fee schedule for the Architect and each proposed sub-consultant. The fee schedule will be used as the basis of changes to the Contract and shall be applicable for the duration of the Contract.

**Name
Address
Phone
Facsimile**

CATEGORIES OF LABOR, MATERIALS AND RATES

DESCRIPTIONS

HOURLY RATES

“EXAMPLES”

- | | |
|------------------------------------|----|
| 1. Principal of Architectural Firm | \$ |
| 2. Designer | |
| 3. Project Manager | |
| 4. Project Architect | |
| 5. Principal of Engineering Firm | |
| 6. Senior Engineer | |
| 7. Junior Engineer | |

REIMBURSABLE COSTS

DESCRIPTION

UNIT

RATE OF REIMBURSEMENT

“EXAMPLES”

\$

- | | | |
|----------------------|-----------------------|-----------------------|
| 1. Copying Cost | Price Per Page | <u>At Actual Cost</u> |
| 2. Printing Cost | Price Per SF or Other | At Actual Cost |
| 3. Telephone Charges | Cost Per Call | <u>At Actual Cost</u> |
| 4. Mileage | Cost Per Mile | At Current IRS Rate |

APPENDIX - E

SAMPLE FORM CONTRACT



CONTRACT #02FY18
COVER PAGE

Arlington Public Schools
Purchasing Office

RFP TITLE: ARCHITECTURE/ENGINEERING SERVICES FOR THE NEW ELEMENTARY SCHOOL AT THE REED SITE

This Contract is entered into this _____ day of _____, 2017; by and between _____, located at _____, hereinafter called "AE" and Arlington Public Schools hereinafter called "APS"; and shall terminate one year after the first date of occupancy, or six (6) months after final payment to the General Contractor, whichever is later.

APS and the AE, having given adequate consideration, agree that the AE will perform all architectural and engineering services within the services for the expansion project at the Reed Site (hereinafter "the Work"), in accordance with the Contract; which shall consist of:

CONTRACT DOCUMENTS: This Contract shall consist of the following, all of which are incorporated into and are a part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Addendum or Modification having precedence over preceding provisions:

1. The Contract
2. Attachment A, the General Terms and Conditions;
3. Attachment B, Scope of Services;
4. Attachment C, Non-Disclosure and Data Security Agreement
5. AE Certification Regarding Criminal Convictions
6. Fee Schedule; and,
7. Certificate of Insurance

The following are incorporated by reference:

8. The Request for Proposal (RFP) documents;
9. The Proposal;
10. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail.
11. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

The Work shall be performed in accordance with the above-referenced contract documents and is the complete agreement between APS and the AE and may not be altered except by written amendment signed by APS and the AE in compliance with the requirements of the Contract Documents.

The signatures of APS and the AE, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

ARLINGTON PUBLIC SCHOOLS

Date

By: _____ (SEAL)
David J. Webb, C.P.M.
Director/Purchasing Agent

Type of Business (Corporation, Partnership,
Sole Proprietor)

State of Organization/Incorporation

Date

By: _____ (SEAL)
Signature

Typed or Printed Name

Title

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK).

APPENDIX - F

AE CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the AE is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will be in direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and
3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Name of Firm

Signature

Address of Firm

Name and Title (please type or print)

Telephone

Date

UPDATED 6/15

APPENDIX G

NON-DISCLOSURE AND DATA SECURITY AGREEMENT (AE)

The undersigned, an authorized agent of the AE and on behalf of _____ (AE) hereby agree that the AE will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter “information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the APS shares with AE for testing, support, conversion or other services provided under APS (the “Project” or “APS Contract” as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as “information” or “APS information”).

In addition to the Data Security obligations set in the APS Contract, the AE agrees that it will maintain the privacy and security of the APS information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to APS information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as “information” or “APS information”).

AE also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. AE acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The AE agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. AE shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of APS networked resources.

AE agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the AE’s work site or the APS’ physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, AE is responsible for the security of such storage device or paper files.

AE will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. AE will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. AE agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the APS Contract, APS policy, AE’s security policies, or any other breach of Project protocols. The AE will fully cooperate with the APS to regain possession of any information and to prevent its further disclosure, use or dissemination. The AE also agrees, if requested, to promptly notify others of a suspected or actual breach.

AE agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to APS information. Breach of any of the above conditions by AE’s employees, agents or

subcontractors shall be treated as a breach by AE. AE agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the APS Contract.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the AE has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, AE agrees to return all APS information to the APS Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the APS Contract.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____