

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 17-169-RFP

THIS AGREEMENT is made, on the date of execution by the County, between Architecture, Inc., 1902 Campus Commons Drive, Suite 101, Reston, VA 20191 ("Contractor"), a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Attachment A – Scope of Work
- Attachment B – Contract Pricing
- Attachment C – Scope of Work Diagram

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work are architectural and engineering design and construction administration services for the interior renovation of an existing building which contains the business offices of Arlington County Government at Courthouse Plaza located at 2100 Clarendon Boulevard in Arlington, Virginia. It will be the Contractor's responsibility, at its sole cost, 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 limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

All Work through the completion of the Construction Documents Phase, defined in Attachment A, will be completed no later than June 30, 2019. The Bidding and Award phase will begin with the County's issuance of the Invitation to Bid for construction services, and the Construction Administration and Closeout Phases will begin upon the award of the Construction Contract between the County and the construction contractor and terminate upon completion of the Final Completion Inspection, final LEED Submittal and any other tasks required for the construction project closeout.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Attachment B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The fully burdened hourly rates will remain firm until November 30, 2023 ("Price Adjustment Date"). If the construction of the Project is delayed and the Contractor's construction administration services are needed beyond that date, the hourly rates may be adjusted. To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Increases in the hourly rates will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in August 2023.

Any hourly rates that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract.

7. CODE AND REGULATORY COMPLIANCE

The Contractor is responsible for completing the design work and administering the construction phase of the Project in accordance with the Department of Environmental Services (DES) Contractor Safety Standards, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Construction Standards and Specifications, the Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards and other applicable federal, state, and/or local regulatory requirements. If any Contractor violation of a Code, standard or regulation results in a construction change order, the Contractor will be liable for any additional costs to the County, including costs of re-design, any additional construction costs and costs of delay but only to the extent such costs were caused by the Contractor's negligent act or omission, and would not have been incurred had the error not occurred.

8. STANDARD OF CARE

The County is entering into this Contract in reliance on the Contractor's experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care"). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Contractor will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, costs estimates and other services or materials provided, regardless of whether such drawings and documents are prepared by the Contractor or the Contractor's consultants. The plans, drawings, specifications and other documents that the Contractor prepares must be free from material errors, complete and appropriate for the purposes intended; and the project, if constructed in accordance with such plans, drawings, specifications, and other documents, will be structurally sound and complete and a properly functioning facility suitable for the purposes for which it is intended.

The Contractor is responsible for all costs and expenses incurred by the County, including increased construction costs, when such costs and expenses are the result of any violation of this Standard of Care section. The County's review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability for breach of this Standard of Care.

9. NOT-TO-EXCEED PROJECT COST

The County will provide the Contractor with a description of the project scope of work, including information on functions, space requirements, special features, aesthetic requirements and authorized square footage and a "Design-Not-to-Exceed" construction budget.

The Contractor will submit a cost estimate with each design phase submittal. If any such cost estimate indicates a potential problem in securing a bid within the County's construction budget, the Contractor will notify the County within five business days of the issue becoming apparent and will, at no additional cost to the County, work with the County to redefine the design concepts (such as space, project size, utilization, building efficiencies and materials of construction) so that the estimated cost of construction does not exceed the construction budget.

The Contractor will provide to the County a final cost estimate that will be used by the County when obtaining construction bids ("Not-to-Exceed Project Cost"). If the lowest competitive bid exceeds the Not-to-Exceed Project Cost by more than 7% and the County's negotiations with the lowest responsible bidder fail to result in a price within the Not-to-Exceed Project Cost, the Contractor must revise the construction drawings and specifications at no additional cost to the County for a re-bid that will result in construction bids that fall within the Not-to-Exceed Project Cost.

10. PAYMENT

The Contractor must submit monthly invoices to the County's Project Officer, who will either approve the invoice or require corrections. Upon Project Officer approval, the County will pay the Contractor within 30 days. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

11. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer promptly after the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

12. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Attachment B will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Attachment B.

13. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those

rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

14. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, 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 Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. 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.

15. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In

the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

16. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

17. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment

and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

21. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily. Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

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

- 1. Termination for Unsatisfactory Performance. If the County reasonably determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory

performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend as a result of Contractor's negligent breach of contract, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

22. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligent acts or omissions, including the negligent acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, hold harmless and indemnify will

survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor shall ensure that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

25. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The

Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

26. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

27. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the 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 Contractor certifies that its proposal was made without collusion or fraud; 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 procurement 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.

28. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

30. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

31. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

33. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

34. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

35. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

36. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

38. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

39. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

40. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

41. NONEXCLUSIVITY OF REMEDIES

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

42. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

43. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

44. ATTORNEY'S FEES

In the event the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the County is entitled to reasonable attorney's fees and costs.

45. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT;

DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

47. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Clint Brackman, Vice President
Architecture, Inc.
1902 Campus Commons Drive, Suite 101
Reston, VA 20191

TO THE COUNTY:

Cynthia Wilson, Project Officer
Arlington County, Virginia
1400 N Uhle Street, Suite 403
Arlington, Virginia 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

49. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

50. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must hold the County harmless from any expense or liability arising from the Contractor's non-compliance.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- The Contractor must design the project to meet all ADA requirements.
- The Contractor must observe Work performed by the construction contractor and inform the County and the construction contractor immediately of any known Work that does not conform with the ADA.

Neither the Arlington County Inspection Services Division, nor any County staff and/or third-party inspection service, is responsible for verifying that the Project's design complies with the ADA.

52. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent

immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARCHITECTURE, INC.

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: ^{for} MARIA MEREDITH
TITLE: ACTING PURCHASING AGENT

NAME AND
TITLE: CLINT Brackman, Vice President

DATE: 7/2/2018

DATE: 6/28/18

ATTACHMENT A

SCOPE OF WORK

1. GENERAL REQUIREMENTS

The Contractor shall furnish all expertise, labor and resources for complete design and construction phase services including LEED certification for the interior renovation of the business offices of Arlington County Government at Courthouse Plaza located at 2100 Clarendon Boulevard in Arlington, Virginia ("CHP") ("Project") The Project is envisioned to include interior renovation of most of the ten (10) leased floors that the County occupies at the Courthouse Plaza. These include administrative offices, conference rooms, wellness clinic, customer service areas, staff office areas, pantries, the first floor lobby and elevator lobby on each of the ten floors. Key areas of enhancement include civic presence, consolidation of public-facing services, security and a new conference center.

The Contractor shall perform the work in accordance with the following requirements stated herein, to include, but not be limited to:

- A. The services provided by the Contractor shall be performed in the phases described hereinafter and shall include, but not be limited to, architectural, structural engineering, mechanical engineering, electrical engineering, security, tele-communications engineering, cost estimating, scheduling, sustainable documentation, construction administration and all other services required to complete the Project in accordance with generally accepted architectural and engineering practices.
- B. Any exterior work will be incidental to the interior renovation work.
- C. Provide complete construction contract documents with professional seals and signatures. Documents must be complete and ready for issuance of an Invitation to Bid for construction of the Project not later than June 30, 2019.
- D. The design, to include Drawings and Specification, must be developed in compliance with all applicable federal, state and County building codes, regulations, and any additional design standards/guidelines provided by the County.
- E. This Project must be designed to achieve at a minimum LEED CI Silver certification.
- F. Provide project specifications which reflect requirements, standards and product availability current at the time of design in CSI or AIA Master Spec format 2014 edition.
- G. Obtain building permits and approvals required from the appropriate government agencies except those work-related permits required of the General Contractor selected by the County to construct the project ("General Contractor"), such as trade permits. The County will pay for the cost of the building and use permits and issue funds directly to the appropriate agencies. The County Project Officer will assist the Contractor in obtaining the permits and approvals described above when requested. Any design revisions to meet the requirements of approving authorities shall be made by the Contractor at no cost to County.

- H. Within 10 days of the date of execution of this Agreement, submit to the County for review and approval a preliminary project schedule in MS Project or P6 to include the design, document review, permitting, bidding and construction of the Project consistent with the project completion date specified in the Agreement. The renovation must be coordinated and phased to include the relocation of office spaces and occupants from any two floors at a time into temporary offices in another building. In preparing this preliminary schedule the following items must be considered: working operations of adjacent floors, the function and type of services offered by some of these offices to the public, the overall budget, and the time constraints for completing the entire Project. The preliminary schedule shall be submitted to the County for review and approval. Key dates must be established in the preliminary schedule for County review of Design Development drawings, 50% and 100% progress Construction Document drawings, specifications, finish selections, final drawings, General Contractor's submittals and reviews and approvals, and the dates of all permitting and agency reviews. The Contractor shall revise the preliminary schedule until it is acceptable to the County, at which point the preliminary schedule will become the Final Schedule. The Final Schedule will govern the progress of the Project in the design phases.
- I. Coordinate the design of utility connections with local utility providers and obtain all necessary approvals. The County will pay filing fees and connections charges, as required.
- J. Coordinate with the landlord of the building and obtain all necessary approvals during all phases of the project.
- K. Obtain independent cost estimates for the project at the conclusion of 50% Design Development phase, 100% Design Development phase and 100% Construction Documents phase.
- L. Conduct the necessary oral and/or graphic presentations to the various departments or groups affected by this renovation, as required by the County.
- M. Assist the County in the County's process of bidding and award of the construction contract to the General Contractor.
- N. Provide construction administration services for the construction contract with the General Contractor until contract close-out. Due to the fact that this project will be constructed in phases, the County anticipates that the construction duration will span for about 4 years.
- O. Prepare and submit project documentation and application for LEED CI Silver certification to the United States Green Building Council (USGBC). The LEED submission documents shall be based on LEED v4 for Interior Design and Construction.
- P. The work will consist of providing architectural and engineering design and construction administration services for the interior renovation. The design services shall include new HVAC distribution systems and controls, which shall be compatible with the existing base building system.
- Q. Telecommunications Engineering Scope shall include the following:
 - i. Telecommunication systems design services which will consist of:

- a. Coordination of design of closet devices, recessed outlet boxes and conduits as required by the County's Department of Technology Services.
 - b. The design of the necessary electrical and mechanical equipment required for Network/IT closets.
 - ii. Telecommunications Infrastructure Design will include:
 - a. Passive components to include cabling, patch panels, racks.
 - b. Active components (routers, servers, switches, etc.).
 - c. Coordination of the telecommunication design with the existing County system.
 - iii. Provision of technical specification and drawings to implement a Distributed Antenna System (DAS) on floors 1-10 for the purpose of improving public safety wireless communications within the Arlington County Government facilities.
 - a. The DAS design for the facility will utilize a performance specification and delegated design approach.
- R. Building Security System Design Scope shall include the following:
 - i. Coordinate reconfiguration of the building existing security system, which must be done in consultation with KASTLE Security.
 - ii. The design of security devices must satisfy the needs of each department, and comply with the requirements of the landlord (JBG Smith) and KASTLE Security.
- S. All work will be drawn using AutoCAD 2016 (or later) in conjunction with Revit 2016 (or later) or compatible, utilizing the Contractor's drafting standards after approval by the County's Facilities Design and Construction Bureau.
- T. Interior design services (such as design, selection, specification and the layout of all systems furniture and loose furnishings) will be provided by a separate contractor under the supervision of the County's Facilities Design and Construction Bureau. The Contractor will be responsible for coordinating power, data, and lighting requirements, and including the furniture layout into each floor layout and design, for information only. The Contractor shall develop the initial finish selection and provide a finish color board. The County will assist in the selection of colors and patterns using the finishes presented on the Architect's initial color board. The cost of Furniture, Furnishings and Equipment (FF&E) is not included within the scope of Contractor's work or the cost estimate prepared by the Contractor. The Scope of Work also excludes:
 - i. Services necessary to inventory existing FF&E and systems furniture items from current locations (associated with move coordination or to lay-out FF&E in new spaces), and
 - ii. Services associated with physical FF&E move-in coordination.
- U. Use eBuilder, the County's web-based Project Management System, as a repository for all design phase Project documents. The County reserves the right to request the Contractor to provide its own project management system to use for this Project as a replacement of eBuilder. Hard or paper copy deliverables are limited to the quantities of full- and half-size drawing sets and Project Specification books as stated in each phase's work description.

- V. Building plans shall be submitted, using the E-Plan system, to obtain a building permit from the County's Inspections Services Division; this shall include any changes to the documents resulting from construction contract bidding.

2. PROJECT DESIGN PHASES:

The Contractor shall complete the Project in the following phases:

- A. DESIGN DEVELOPMENT PHASE
- B. CONSTRUCTION DOCUMENTS PHASE
- C. BIDDING AND AWARD PHASE
- D. CONSTRUCTION ADMINISTRATION AND PROJECT CLOSE-OUT PHASE
- E. LEED COORDINATION AND SUBMITTALS PHASE

A. DESIGN DEVELOPMENT (DD) PHASE

- 1. The Contractor shall review and evaluate all documents developed under Part 1 of the project conducted by the County, and any other documents provided by the County, including:
 - a. Existing block diagrams,
 - b. A functional concept design encapsulating space programming and required adjacencies,
 - c. Previous tenant fit-out drawings,
 - d. Workplace study,
 - e. Test-fit studies which provide information on the space/programming organization and the area/location of each department,
 - f. Construction Budget,
 - g. Proposed Project Schedule,
 - h. Security study.

The Contractor shall review the results of their evaluation with the County representatives. Verification of the program will include meetings with effected County Departments to gain a full understanding of the program and operational objectives of the project. After reviewing the Contractor's evaluation, the County will authorize which adjustments shall be made to the program, schedule and/or construction budget and direct the Contractor to proceed with the Design Development documents.

- 2. The Contractor shall prepare, for approval by the County, the Design Development Documents consisting of drawings and other documents to specify and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and other such elements as may be appropriate.
- 3. The Contractor shall prepare outline specifications setting forth the basic requirements of the building renovation and including catalog cuts of systems basic equipment. The County will provide the General Conditions specification (Division 0) for inclusion in the Project Specifications.

4. The Contractor is responsible for coordinating with the County and utility companies to identify existing utilities, required relocations, and utility requirements for this facility. The Contractor shall conduct building surveys to verify and coordinate the location of existing piping, cables, ductwork, electrical and mechanical devices located in existing concealed ceilings and walls. The Contractor shall advise the County of all utility locations that need to be determined or verified.
5. The County will be responsible for payments of permit fees or fee waiver directly with the utility companies or permit authorities.
6. The Contractor shall submit electronic copies, one (1) half size set and two (2) full sets of progress prints of plans, and two (2) copies of the outline Specifications for the County review at 50% and 100% stages of the Design Development phase.
7. The Contractor shall attend one on-board progress review meeting with the County at the end of each the 50% and 100% stages of the Design Development phase to discuss and resolve all County's Design Development review comments.
8. The Contractor shall coordinate with appropriate County agencies to determine the actual building occupant loads, and the actual occupancy patterns. The HVAC systems designed by the Contractor shall provide ventilation levels per the International Mechanical Code and LEED requirements current at the time of design. The Contractor and County shall meet to determine which LEED – Minimum Energy Performance options will be evaluated and to review the cost/benefits of various design alternatives.
9. The County's Commissioning consultant will review the design development documents. The Contractor shall address all comments identified by the Commissioning consultant.
10. The Contractor shall prepare and present to the County two interior design options including wall, floor and ceiling finishes, and millwork. Based on the interior option selected by the County, the Contractor shall prepare and submit the project color board. The Contractor shall also coordinate paint and carpet selections with the County's Facilities Design and Construction Bureau. The Contractor shall coordinate floor plans, clearance, and IT and electrical wiring with County provided interior office system furniture layout.
11. The Contractor shall coordinate and meet with the County as needed to evaluate options for sustainable design under the LEED Green Building process, complete a LEED scorecard, provide other required documentation, and satisfy all other requirements in the LEED design process.
12. The Contractor shall not proceed with the Construction Document phase until the County approves the Design Development phase, with marked-up review comments, and issues the Notice-To-Proceed (NTP) for the Construction Document Phase. The County will issue the NTP within ten working days of approval of the Design Development Phase deliverables; time beyond the ten days will result in an equivalent extension of the design completion period.

13. The Contractor shall post in the web-based project management system all the revised documents required in the Design Development phase prior to the County's issuance of the NTP for the Construction Document phase.

B. CONSTRUCTION DOCUMENTS (CD) PHASE

1. Based on the approved Design Development documents and any further adjustments and refinements in the scope or quality of the Project or in the construction budget, the Contractor shall submit for County's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
2. The Contractor shall submit electronic copies, one (1) half size and two (2) full size progress print sets of plans and two (2) copies of Specifications at 50% and 100% of CD phase for County review. The Contractor shall continue working on the Construction Documents during the County review process.
3. The Contractor shall continue to facilitate the LEED design process, submit the updated score sheet, and submit all documentation required for the LEED certification process.
4. The Contractor shall submit documents for and obtain the required Use and Building permits from Community Planning Housing and Development – Inspection Service Division (CHPD-ISD) at 75% CD phase. The project's construction documents will be prepared as one whole, and submitted for bid/permit as one package. To facilitate phased construction completion, the Contractor will seek a separate permit for each floor from the single package of drawings.
5. The Contractor shall schedule and attend post-submission meetings with CHPD-ISD for building permit review and, if required, respond to all permit review comments for all permit applications and keep the Project Officer advised of progress and completion of reviews.
6. The Contractor shall attend two coordination meetings with the County during development of the CDs: one on-board progress review meeting after receipt of the 50% review comments, and another coordination meeting after receipt of the 100% review comments. The Contractor shall reconcile all CHPD-ISD permit review comments and County review comments into the 100% CD prior to the final re-submission for Building permit. This 100% on-board meeting with the County shall be scheduled prior to final re-submission of the CD for Permit. The Contractor shall provide printed drawings upon request of the County for each on-board review meeting.
7. The County's Commissioning consultant will review the 50% and 100% construction documents, including the points list, owner's project requirements, basis of design and sequences of operations. The Contractor shall address all comments identified by the County's Commissioning consultant. The Commissioning consultant's review and comments shall not be construed as relieving the Contractor of its responsibility to provide professionally detailed designed systems for the Project.

8. The Contractor shall provide to the County through eBuilder the following:
 - i) Complete copy of the construction plan set (PDF format and AutoCAD, version 2016 or later).
 - ii) Complete copy of the specifications (PDF format and MS Word)
 - iii) Copy of latest project cost estimate (PDF format)

No bulk printing of bid drawings will be required of the Contractor.

C. BIDDING AND AWARD PHASE

1. The County will advertise the construction project in accordance with its procurement regulations. All standard solicitation and contract forms, as well as bid notices will be provided by the County.
2. The Contractor shall address any comments to the Construction Documents provided by the County's Office of the Purchasing Agent.
3. The Contractor shall attend the construction Invitation to Bid's pre-bid conference scheduled by the County.
4. The Contractor shall assist the County in design interpretation and preparing responses to bidder's questions, whether for construction, materials, equipment or services; consult with County on the acceptability of any substitute materials and equipment proposed by potential bidders; and draft addenda, as appropriate, to define, interpret, or clarify the requirements of the bid documents.
5. Upon receipt of construction bids, the Contractor shall assist the Project Officer in reviewing and analyzing the bids, providing a detailed bid tabulation, and verifying bidders' qualifications and, if necessary, a post-bid scope review and discussions with the lowest responsive and responsible bidders to obtain clarifications. The Contractor will not be performing a post-bid cost estimate reconciliation between Contractor's estimator and the successful bidder.

D. CONSTRUCTION ADMINISTRATION AND PROJECT CLOSE-OUT PHASE

1. The Contractor's representative shall attend the pre-construction meeting with the General Contractor.
2. Consultations: The Contractor shall consult with and advise the Project Officer on all technical matters and act as the County's representative in dealing with the General Contractor on all such matters. The County's instructions to the General Contractor will be issued through the Contractor, who will have authority to act on behalf of the County to the extent provided in this Agreement and in the General Conditions of the construction contract except as otherwise provided in writing.
3. Requests for Information (RFIs), Interpretations and Clarifications: The Contractor shall issue all necessary interpretations and clarifications of the Construction Documents and submit responses to General Contractor's RFIs, prepare resultant Field Orders and make recommendations to the Project Officer regarding Change Orders, to include evaluation

and determination of acceptability of any equivalent materials or equipment proposed by the General Contractor. All such responses shall be provided to the General Contractor within seven (7) calendar days of the request.

4. **Field and Change Orders:** The Contractor shall issue Field Orders and assist the Project Officer in preparing and issuing Change Orders. Any matters of technical nature which affect the integrity of the exterior architectural, structural or fire safety systems, or which affect the integrity or operation of the mechanical, plumbing, or electrical systems, shall be validated by the Contractor before a Field Order or Change Order is issued.
5. **Shop Drawings & Submittals:** The Contractor shall review and approve (with or without Conditions), reject or take other appropriate action on Shop Drawings and other submittals required of the General Contractor. The Contractor shall maintain an updated shop drawing/submittal log. The Contractor shall review the shop drawings for conformance with the Project Design concept and compliance with the information given in the Construction Contract Documents. Contractor's review shall not extend to means, methods, techniques, sequences or construction procedures or safety precautions and programs incidental thereto. The Contractor shall return the shop drawings and submittals to the General Contractor with review comments within 14 calendar days after their receipt, unless extension of review duration is granted by the County in writing.
6. **Periodic Site Visits and Inspection of Work in progress:** The Contractor's representative knowledgeable in the work underway shall visit the site every two weeks over the planned construction interval, and as requested by the Project Officer, to observe and determine whether such work is proceeding in accordance with the Construction Documents, and shall keep the Project Officer informed of the general progress of the work in relation to the overall schedule. During the site visits, the Contractor's representative shall, at a minimum, spot check the work installed and the work in progress to determine that all work is in strict compliance with the requirements of the Construction Contract Documents and the codes and installation/workmanship/quality control standards listed therein. The Contractor's representative shall conduct site visits simultaneously with the Construction Progress Meetings. Attendance at site visits and / or construction progress meetings by representatives of the Contractor's consultants shall be performed at periods appropriate to the progress of the work as determined by the Contractor.
7. **Construction Progress Meetings:** Progress Meetings shall be held every two weeks. At a minimum, these meetings will be attended by the Contractor, General Contractor, and the County Project Officer. The minutes of the Progress Meetings will be prepared by the General Contractor. The Contractor shall review the minutes and provide comments to the General Contractor and the County. Pre-installation meetings will be held prior to a new trade and/or new definable feature of work commencing, with the Contractor, the General Contractor and County Project Officer in attendance for the purpose of reviewing the applicable contract requirements, approved submittals, quality control and safety, and details associated with the work.

8. **Supplemental Inspections and Tests:** For each case of work not in compliance with the Construction Contract Documents, the Contractor shall, with the Project Officer's approval, require additional inspection or testing. The Contractor shall review all certificates of inspections, and/or testing and approvals required by laws, rules, regulations, and determine whether their content complies with the requirements for approval by the issuing agency. The Contractor shall also determine whether the results certified indicate compliance with the Construction Contract Documents, and, upon County's request, will direct the General Contractor, to correct any issues identified.
9. **Defective Work:** During its site visits and based on its observation during such visits, the Contractor may disapprove or reject any portion of the General Contractor's work if the Contractor believes that such work does not conform to the Construction Contract Documents, including the approved shop drawings and other submittals. The Contractor may also recommend that the Project Officer reject any work which it believes will not result in a completed Project that conforms generally to the Construction Contract Documents, or that it believes will prejudice the integrity of the design as reflected in the Construction Contract Documents. The Contractor shall also report any observed construction safety violations to the Project Officer.
10. **General Contractor's Applications for Payment:** The Contractor shall review the invoices submitted by the General Contractor and recommend to the County in writing the approval or rejection of payments. Such recommendations will constitute a written representation by the Contractor, based on the Contractor's observations and review, that the work has progressed to the point indicated and that, to the best of the Contractor's present knowledge, information and belief, the quality of such work is in accordance with the Construction Contract Documents. In the case of unit price work, the Contractor's recommendations will include final determinations of quantities and classifications of such work.
11. **Punch-list Inspection:** Prior to scheduling a substantial completion punch-list inspection, the Contractor shall verify and notify the County in writing that the Project is, in fact, ready for such an inspection. At a minimum, the Contractor's licensed professional architect, mechanical engineer, and electrical engineer shall be present at the punch-list inspection unless absent based on County's written waiver. The Contractor shall conduct a maximum of two site visits for the combined Punch-List Inspection and Final Completion Inspection activities.
12. **Record Drawings:** Field notated as-built drawings will be required of the General Contractor and reviewed by the Contractor. The Contractor shall transfer data from the General Contractor's "As Built" drawing mark-ups to the Record Drawings, and label them: "RECORD DRAWINGS – CONTRACT NO. -----" on each page. The Contractor shall submit the Record Drawings in electronic media in PDF and AutoCAD (2016 or later).
13. **Project Closeout:** The Contractor shall assist the County with Project closeout, including review and approval of the schedule of values and payment requests; air and water Test and Balance reports for HVAC systems in accordance with the latest guidelines of the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE),

and other tasks as requested by the County. The Contractor shall review operations and maintenance (O & M) instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by General Contractor in accordance with the Construction Contract Documents and shall provide comments to the County in writing for subsequent discussion with the General Contractor.

14. Final Completion Inspection: The Contractor shall conduct a Final Completion Inspection to determine if the completed work is in compliance with the Construction Contract Documents and is acceptable to the Contractor and the County. The Contractor shall notify the County of such inspection in time to allow the Project Officer and a representative of the County's Facilities Management Bureau to participate in the inspection. The Contractor may, accept all Work, accept some portions of the Work and reject others, or may accept some or all of the Work subject to certain conditions. If the Final Completion Inspection is successful, then the Contractor may recommend, in writing, final acceptance and payment to the General Contractor and give written notice to the County and the General Contractor that the work is acceptable. If any portion of the Work has been rejected, the Contractor shall provide a written notice to the County and General Contractor specifying the rejected items and steps that must be taken by the General Contractor for the work to be accepted. The Contractor shall conduct a maximum of two site visits for the combined Punch-List Inspection as defined herein and in paragraph 11 above in order to inspect and re-inspect (if needed) the General Contractor's work.

E. LEED COORDINATION AND SUBMITTALS PHASE

Preparation of USGBC LEED documentation shall be performed continuously throughout the project design and construction.

1. The Contractor shall assist the Project Officer in the development of Project registration under the United States Green Building Council (USGBC) LEED rating system, and/or review of work prepared by others to ensure that the above Project certification is achieved.
2. Early in the design process the Contractor shall meet with the Project Officer to discuss and identify a LEED certification target appropriate to the Project. This discussion shall focus on achieving a minimum of a Silver rating within the current LEED standards.
3. The Contractor shall be responsible for maintaining an electronic file of the LEED rating target, and all subsequent supporting data suitable for submission to the USGBC upon completion of each construction phase.
4. Cost analysis associated with LEED construction credits will be provided by the General Contractor.
5. USGBC Review fees will be paid directly by the County.

3. PHASE- RELATED TASKS:

The following provides detailed description the following tasks:

A. PROJECT CONSTRUCTION COST ESTIMATES SUBMITTAL

1. The Construction Cost Budget for this project will be determined by the end of the Project Design Part 1 (utilization (test-fit) study). Construction will consist of all tasks associated with demolition and new construction work. The Construction Cost Budget for this Project, or any portion thereof, may be modified in writing only in the form of a Design Adjustment report.
2. The Contractor shall prepare an independent construction cost estimate at the completion of 50% and 100% Design Development phase, and at 100% Construction Documents phase for County's review and approval. These estimates shall be submitted to the County as part of each phase's submission package. If the construction cost estimate exceeds the construction budget, the Contractor shall notify the County within five (5) business days of issuance and provide the County with recommended scope modifications, value engineering recommendations, and any other recommendations to reduce the cost of the project in order to meet the County's construction budget. Substantial changes in the Project scope, such as those which affect the area or function of the proposed facility must be justified by the Contractor and approved by the County's Project Officer. The Contractor shall review with County and the County shall approve all value engineering and scope modifications prior to incorporating any changes in the design or into the Construction Cost Budget. All independent construction cost estimates must be kept confidential.
3. The Contractor's obligation to redesign the project as needed to comply with the budget is waived in the event progress estimates provided by the Contractor during project design indicate the budget will be exceeded and are disregarded by the County, and recommended adjustments to the project scope, budget, or both, are not implemented.
4. If the Invitation to Bid for construction services is not posted for bidding with 120 days after the Contractor submits the Construction Contract Documents to the County, the Contractor shall adjust the cost estimate to reflect changes in the general level of prices in the construction industry. Such adjustment will be paid for as an additional service.

B. PROJECT CONFERENCES

1. Within 21 days after the Notice to Proceed, the Contractor shall sponsor a team building workshop, held at an offsite venue and chaired by an independent facilitator experienced in project team building. Participants shall include Contractor's key Project team members, up to 10 staff from the Architect/Engineer and up to 10 County staff. The workshop shall be a minimum of four-hour duration.
2. Throughout all phases of the Project, the Contractor and its consultants shall meet periodically with the Project Officer, as requested. Required attendees will be determined for each meeting by the County Project Officer. Meetings may be combined

to expedite transfer of information. At a minimum, meetings which the Contractor must attend include:

- i. Meeting with County User Departments to review associated work and technical requirements.
 - ii. Design conferences and project status reviews, including work sessions as required during the Design Development and Construction Documents phases. All work sessions and design conferences shall be held at the County offices unless otherwise agreed.
 - iii. Pre-bid conference for the Invitation to Bid for the construction contract.
 - iv. Pre-construction conference and Pre-installation conference meetings.
 - v. Construction Progress Meetings shall be every two weeks. Emergency field meetings may be held at County's request to resolve urgent problems.
 - vi. Substantial completion meeting and final completion meeting.
 - vii. Preparation of punch lists and meetings with the General Contractor to review and revise work due to omissions and errors of the design documents, and existing unforeseen site conditions.
3. The Contractor shall attend any meetings necessary to properly coordinate the design and construction administration effort including, without limitation, meetings with County groups and department heads, governing agencies, code officials, and other representatives vital to the development of the desired project scope. The MEP engineering representative will be in attendance at up to nine design meetings.
 4. The Contractor shall take meeting minutes during all project meetings (except Construction Progress Meetings) and provide them to the County's Project Officer no later than five (5) business days after such meetings. The initial set of meeting minutes should not be changed. Any adjustments to the meeting minutes recommended by the Project Officer should be noted on a separate addendum document and included in following meeting minutes.

C. ADDITIONAL SERVICES

The County may determine the need for additional work by the Contractor. Upon a request from the County, the Contractor shall prepare a cost proposal for any such work based on the additional scope of services provided by the County. No Additional Services shall be performed unless a written amendment to this Agreement has been executed by both parties. Examples of Additional Services include, but are not limited to, the following:

1. Substantial change in the overall design, after written approval of any stage of the design or after work is under construction.
2. Drawing revisions for the substitutions requested by the General Contractor and approved by the County's Project Officer.
3. The Contractor's participation in a Value Engineering Study.
4. Extension of construction beyond the duration shown in the Project Schedule included in Attachment C to the Agreement, which results in the County requiring extended staff assignments for construction administration services, or requests from the County for a

greater number of Periodic Site Visits or attending a greater number of Construction Progress Meetings greater than those listed in task 7. CONSTRUCTION ADMINISTRATION AND PROJECT CLOSEOUT PHASE of Section 2 of this Scope of Work. The following construction delays are not a basis for an extension of construction administration services: Force Majeure, weather conditions or suspension of construction by the County.

D. QUALITY CONTROL / QUALITY ASSURANCE

The Contractor shall be responsible for the professional and technical accuracy and coordination of all designs, drawings, specifications, cost estimates, and other work or materials furnished. The Contractor must perform a Quality Assurance review of all documents prior to submittal to the County.

The following checklists and guidance for QA/QC reviews and coordination of plans and specifications shall be followed:

1. The working drawing documents submitted shall represent a reasonable and cost effective architectural and engineering solution for the scope of work and construction budget constraints in the Contractor contract. All work must conform to current criteria, guides, codes and standards established by the County, and shall conform to good architectural and engineering practices.
2. All elements of submittal shall be checked by the Contractor and such check should be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline.
3. The Contractor shall be responsible for the technical accuracy and coordination of all designs, drawings and specifications. This includes overlaying the plans to coordinate the locations of work in the various disciplines. The intersections of components of various disciplines shall be checked for conflicts and to assure that adequate space exists for the material to be installed where shown on the documents.
4. The Contractor shall perform a quality assurance review for both the technical accuracy and discipline coordination. Such items as section, detail, and note references to other sheets, major dimensions, and equipment locations shall be checked. The Contractor shall verify that all equipment is correctly identified the same way on all sheets and in the specifications.
5. Sections, details and dimensions must be in sufficient quantity, clarity and detail to allow the bidder to understand what is expected, to make takeoffs of material types and quantities, and the preparation of shop drawings and execution of the construction. This particularly applies to stairs, special connections to framing, typical details of system interfaces, flashings for roofs and walls, and similar building features.
6. The first sheet of the plans and specifications submitted to the County for working drawings review must contain the following statement signed by Contractor's responsible staff: "A Quality Control/Quality Assurance check has been made on this

project's documents and corrections have been made. The undersigned states that these plans and specifications submitted for review are complete."

4. CLARIFICATIONS AND ASSUMPTIONS

- A. Commissioning services will be performed by a separate vendor contracted by the County.
- B. The scope of the Health Clinic does not require any radiological shielding or medical equipment planning. The services of a physicist are not included.
- C. Services associated with developing or maintaining the construction schedule will be required of the General Contractor and are excluded from this Scope of Work.
- D. This Scope of Work does not include provision of an emergency generator. It is assumed that any emergency power required by the work will utilize the existing building's emergency power infrastructure.
- E. The County will select the General Contractor from a pool of prequalified contractors.
- F. The work of the structural engineer will be limited to analysis of typical office loadings and penetrations of the interior structure of the existing building. Detailed engineering for base building modifications is not included.
- G. Design of electronic low voltage security systems (door control, security cameras, etc...) will be provided directly by County approved vendors. The Contractor shall coordinate with the designs provided to the Contractor as necessary to establish the construction requirements necessary for the General Contractor.
- H. Design, specification, procurement and installation of systems architecture and associated servers (computers, rack equipment), as well as IT room layout sketches with rack elevation drawings for all IT racks, will be provided by the County.
- I. The Scope of Work does not include preparation of design options / bid alternates that represent more than one design option for a given scope or condition. Bid alternates intended to allow for scope reduction are included.
- J. The Scope of Work does not include any efforts associated with existing hazardous materials, including, but not limited to, inspection, identification or report analysis.
- K. Design of up to two 24/7 supplemental HVAC units is included per floor.
- L. It is anticipated that the existing base building systems (electrical, HVAC, Plumbing, Sprinkler, Fire Alarm, etc.) are of sufficient capacity on each floor to serve the requirements of new construction. Any modifications to the base building electrical systems will be billed as an additional service.
- M. Fire Protection (Sprinkler) Design will include a performance specification only.
- N. Low voltage design (AV/IT/Security) includes wire and pathway as requested by the County and their contractors. All equipment for these systems will be provided and installed by the County or their contractors.
- O. This proposal does not include sub metering of any sort (electrical, BTU, etc.).
- P. The Scope of Work does not include an Arc Flash Study and Energy Modeling.
- Q. The Contractor shall have unrestricted access to the existing facility for purpose of site survey, which will be performed during normal business hours. Such access must be coordinated with the County. Site survey will be limited to items and conditions readily visible without demolition. The Contractor will notify the County of any potential issues requiring demolition.
- R. Any modifications to the base building (including, but not limited to, core areas, atrium smoke evacuation, stair pressurization, etc.) are not included in the Scope of Work and where necessary will be provided directly by the landlord.

ATTACHMENT B

CONTRACT PRICING

The Contractor will perform the Design Development, Construction Documents and Bidding and Award Phases of the Contract for lump sum amounts specified below:

Base Scope of Work (Floors 1, 2, 3)	\$573,135.00
Additional Scope of Work (if requested by the County):	
5 th floor	\$166,634.00
6 th floor	\$166,634.00
7 th floor (approximately ½ of the floor plus lobby)	\$98,450.00
7 th floor (full floor renovation)	\$166,634.00
8 th floor	\$166,634.00
9 th floor	\$166,634.00
10 th floor	\$126,450.00
Construction Administration, Project Close-Out, LEED Coordination and Submittals (invoiced monthly based on hours worked)	\$929,606.00

The total contract amount, to include Base Scope of Work, any Additional Scope of Work requested by the County and the Construction Administration and any Construction Administration, Project Close-Out, LEED Coordination and Submittals phase work shall not exceed **\$2,394,175.00**.

The pricing assumes a minimum of the base scope plus at least 4 additional floors to be contracted.

The scope of work for each floor is graphically represented in Attachment C to the agreement (Scope of Work Diagram). Programmatic design changes requested after approval of Schematic Design and any design changes made after approval of Design Development may incur additional design fees.

Changes to the scope of design:

Any additions or deletions of the scope of design will be renegotiated based on Contractor's fully burdened hourly rates:

Architecture, Inc.	
Principal in Charge	\$225.00
Project Manager	\$185.00
Assistant Project Manager	\$155.00
Project Architect	\$135.00
Staff Architect	\$110.00
Sr Interior Designer	\$175.00
Interior Designer	\$125.00
Quality Control/Specification Writer	\$145.00
CAD Operator	\$75.00
Admin/Clerical	\$65.00

KTA Consulting Engineers (MEP/FP Engineering)

Principal in Charge/Project Manager	\$200.00
Sr Mechanical Engineer	\$190.00
Sr Electrical Engineer	\$190.00
Sr Plumbing Designer	\$175.00
Engineer	\$175.00
Senior Designer	\$165.00
Designer	\$100.00
CAD Operator	\$80.00
Admin/Clerical	\$65.00

Koffel Associates (Code Consulting)

Principal	\$215.00
Project Manager	\$195.00
Sr Fire Protection Engineer	\$180.00
Registered Fire Protection Engineer	\$145.00
Fire Protection Engineer	\$125.00
CAD Operator	\$90.00
Admin/Clerical	\$64.00

Sustainable Building Partners (LEED Consulting)

Director of Building Performance	\$150.00
Building Performance Manager	\$125.00
Sustainable Program Manager	\$120.00
Building Performance Engineer	\$105.00
Sustainable Program Specialist	\$95.00
Building performance Analyst	\$85.00
Sustainable Program Analyst	\$80.00

Forella Group (Cost Estimating)

Principal	\$175.00
Sr Cost Engineer, ASC	\$125.00
ASC Cost Engineer	\$125.00
Mechanical Cost Engineer	\$120.00
Electrical Cost Engineer	\$120.00
Technician Support	\$80.00

Rathgeber/Goss & Associates (Structural Engineering)

Principal	\$225.00
Project Manager	\$175.00
Senior Engineer	\$150.00
Design Engineer	\$125.00
CAD Operator	\$105.00
Admin/Clerical	\$65.00

Cerami (IT/AV/Security/Acoustical Consulting)	
Principal Consultant	\$250.00
Senior Associate	\$175.00
Associate	\$150.00
CAD Operator	\$150.00

Expediter's Plus (Permit Processing)	
President	\$125.00
Vice President	\$115.00
Clerical	\$50.00