

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 18-165-RFP
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on 12/8/2022 and amends Agreement Number 18-165-RFP (“Main Agreement”) dated March 20, 2019, between FGM Architects Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. This Amendment Number 2 corrects Amendment Number. 1, dated June 7, 2022, from Agreement No. 18-165-EP to Agreement No. 18-165-RFP.
2. **Force Majeure** is hereby changed to read:

28. 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, **provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event’s effect on the party.**

3. **Audit** is hereby changed to **add**:

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

4. The Notices for Arlington County shall be delivered to:

TO THE COUNTY:

Maire Bourque, Project Officer
Department of Environmental Services – Facilities Design and Construction
1400 N Uhle Street, Suite 403
Arlington, Virginia 22201
Phone: (703) 228-0488
Email: mbourque@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent

Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

5. **Sexual Harassment Policy** is hereby incorporated in the Contract terms and conditions.

54. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

6. **Covid-19 Vaccination Policy for Contractors** is hereby incorporated in the Contract terms and conditions.

55. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

AUTHORIZED: DocuSigned by:
SIGNATURE: Dr. SHARON T. LEWIS
89B86B1AD301462...

NAME: DR. SHARON T. LEWIS

TITLE: PURCHASING AGENT

DATE: 12/8/2022

FGM ARCHITECTS INC.

AUTHORIZED: DocuSigned by:
SIGNATURE: Paul Erickson
DB24F69EA2644A5...

NAME: Paul Erickson

TITLE: Principal

DATE: 12/6/2022



Arlington County, Virginia

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201



1/18/2019

ARLINGTON FIRE STATION 8 REVISED FEE PROPOSAL

| Basic Services | Total Fee | Architectural | Structural | MEP | Civil | Specialty |
|--|-----------------------|---------------------|--------------------|---------------------|---------------------|--------------------|
| Program Verification | \$62,400.00 | \$30,040.00 | \$0.00 | \$1,110.00 | \$31,250.00 | \$0.00 |
| Schematic Design (SD) | \$118,520.00 | \$93,180.00 | \$5,600.00 | \$9,690.00 | \$10,050.00 | \$0.00 |
| Design Development (DD) | \$211,505.00 | \$64,540.00 | \$14,420.00 | \$48,425.00 | \$84,120.00 | \$0.00 |
| Construction Documents (CD's) | \$260,355.00 | \$135,700.00 | \$40,545.00 | \$66,630.00 | \$17,480.00 | \$0.00 |
| Construction Price Determination with CMAR | \$11,870.00 | \$9,280.00 | \$2,590.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Administration / Close Out | \$247,645.00 | \$166,780.00 | \$17,755.00 | \$41,110.00 | \$22,000.00 | \$0.00 |
| Total Basic Services Fee | \$912,295.00 | \$499,520.00 | \$80,910.00 | \$166,965.00 | \$164,900.00 | \$0.00 |
| Basic Services; Specialized Design: | | | | | | |
| Fuel Tank; Delegated Design | \$17,000.00 | | | | | \$17,000.00 |
| Traffic Signalization Design | \$27,300.00 | | | | | \$27,300.00 |
| Geotechnical Investigation | \$15,000.00 | | | | | \$15,000.00 |
| Phase I Environmental Assessment | \$2,100.00 | | | | | \$2,100.00 |
| Reimbursables | \$22,600.00 | \$14,000.00 | \$1,100.00 | \$1,000.00 | \$6,500.00 | |
| LEED Registration | \$5,200.00 | \$5,200.00 | | | | |
| Total Basic Services Specialized Design Fee | \$89,200.00 | \$19,200.00 | \$1,100.00 | \$1,000.00 | \$6,500.00 | \$61,400.00 |
| Basic Services Grand Total: | \$1,001,495.00 | \$518,720.00 | \$82,010.00 | \$167,965.00 | \$171,400.00 | \$61,400.00 |

Note: Grand total does not include **Optional Additional Services** on page 2



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| Optional Additional Services: | Total Fee | Architectural | Structural | MEP | Civil | Specialty |
|---|--------------------|---------------|------------|-------------|------------|-------------|
| *Sustainable Development/LEED Specialized Design Services: Gray water re-use systems, and other on-site renewable energy systems (including passive solar), Active solar and photovoltaic systems, Advanced lighting control systems such as integration of lighting systems with natural daylight levels. | \$37,080.00 | \$6,000.00 | \$0.00 | \$31,080.00 | \$0.00 | \$0.00 |
| Multimodal Transit Assessment (MTA) / Transportation Management Plan (TMP) | \$37,270.00 | \$3,000.00 | | | | \$34,270.00 |
| Value Engineering Workshop | \$18,200.00 | \$5,680.00 | \$1,600.00 | \$4,120.00 | \$6,800.00 | \$0.00 |
| Optional Services Total | \$92,550.00 | \$14,680.00 | \$1,600.00 | \$35,200.00 | \$6,800.00 | \$34,270.00 |

Notes:

- HVAC Peer Review/HVAC Fundamental Commissioning, Enhanced Commissioning and Special Inspections and Testing services to be provided by the County under separate contract.
- Geotechnical Investigation and Phase I Environmental performed by ECS; Traffic Signalization Design and Multimodal Transit Assessment/Transportation Management Plan performed by Gorove/Slade.
- MTA / TMP fee above is made up of the following: 1.) MMTA Study \$26,250.00, 2.) Response to Comments/Agency Interaction \$7,550.00. As in the previous proposal additional meetings/coordination (Task 6 in Gorove Slade fee proposal) has not been included in the fees above however, can be provided as needed as an additional service.
- This proposal includes the civil engineer identifying utility locations as marked by Miss Utility however does not identify ownership of the utility lines. If the need arises for an underground utility survey, LEWA can work from an existing survey provided by Arlington County or if no survey information is available, LEWA can provide an underground utility survey as an additional service. Arlington County shall provide existing utility account information to the design team for Brinjac to coordinate with the utility companies for the new fire station.



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Fee Clarifications:

General:

1. LEWA and its team members understand the County's goal for this project is to design/construct a functional building that meets the County's program requirements and sustainability guidelines, constructed utilizing universal design concepts with fiscal responsibility in mind. It is our understanding that the project scope includes the design and construction of a new, two-story, approximately 15,000 SF Fire Station, with a 10,000 SF footprint. Based on the Arlington Fire Station 8 Proposed Program dated 02/03/16, we understand that the County anticipates the station to include four drive-through apparatus bays, bay support spaces, offices, kitchen/dining/day room, gender-neutral accommodations; potentially two double bunks/ 8 single bunks, an exercise room, a potential training area, adequate staff parking, and a fuel island. (Note: Per conversations at the meeting with Arlington County on December 28, 2018, it is understood that the current fueling station will not remain operational during construction.)

We also understand from the County Adopted 2019-2028 CIP as well as previously adopted CIP's, and RFP 18-165-RFP that the estimated construction value for Fire Station 8 is approximately \$11 million and is intended to cover hard costs, fees and general conditions of the CMAR. We understand that the work for the new fire station will require coordination with operations of a temporary fire station which will include a separate temporary apparatus structure and renovation of existing structure adjacent to the site for sleeping quarters and related phasing to accommodate the schedule however, funding for the temporary station, its design and construction are not part of this \$11M budget nor part of the scope of services for the LEWA team as these services will be performed under a separate contract by a separate design/construction team.

2. We understand that the County will require a minimum of LEED Building Design + Construction (BD+C) Silver Certification for Fire Station 8. The facility shall be designed to include sustainable materials and systems. The design shall meet or exceed Arlington County Infrastructure Design Standards, as outlined in Arlington County's Policy on Integrated Facility Sustainability. The proposed design site energy use intensity (EUI) for the proposed building shall be 25% lower than the baseline energy used for the LEED prerequisite and ASHRAE 90.1- 2010 and not greater than an EUI of 70 kbtu/sq.ft.yr.

3. We understand the County will use the Construction Manager at Risk (CMAR) Project delivery method to complete construction of Fire Station 8. Further we understand that CMAR pre-construction services will include: participation in regular design reviews with the design team and County staff to address constructability, project scheduling and cost estimating to ensure that the design developed by the design team is consistent with the County's program, budget and schedule for this Project. Cost estimates will be provided by the CMAR for LEWA team review at: Completion of the Schematic Design, Completion of Design Development, construction permit submittal, and approved permit set. We also understand the County anticipates negotiating a GMP with the CMAR prior to the completion of the construction drawings.

4. We also understand that engagement with the public and commissions will be required as part of the Project. It is our understanding that we will lead the process and will work with County staff to develop an engagement schedule, define the goals and objectives for the Board submission process, and prepare graphic and narrative materials.



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Fee Clarifications:

5. We understand that the County anticipates Construction documents to be complete and ready for construction permit submittals not later than 9 months from the initial Notice to Proceed.
6. We understand that the project will be performed using e-Builder®, the County's designated Electronic Project Management Information System (PMIS), will be utilized by the Contractor per section 1.2.3.2 of the Arlington County Infrastructure Design Standard.
7. Security/telecom.: We understand that perimeter and interior/internal security system shall be designed to integrate with the County's existing infrastructure. Technology systems shall be designed to be compatible with the existing Arlington County systems. Our design team shall work with the security control firm designated by the Project Officer.
8. We understand the design and installation of the system furniture will be by the County's Facilities Design and Construction Bureau (FD&C); however, the systems furniture features shall be coordinated into the architecture and engineering scope of services to include mechanical, electrical and plumbing (MEP) and low voltage systems to coordinate with the furniture layout.
9. Value Engineering Workshop:
For the purposes of this proposal, should formal value engineering be needed, LEWA and the design team have assumed a one day (8 hour) workshop with the CMAR and County team between the DD and CD phases. Following this workshop, the design team will incorporate any design modifications as a result of the workshop. The fee for this workshop has been provided as an optional additional service on page two of this proposal.
10. Reimbursables: For clarity regarding printed deliverables and printing costs, the attached spreadsheet shows a summary of the printed deliverables described in the contract.
11. The Architect and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. We understand Arlington County shall provide an hazardous materials survey to the CMAR prior to demolition of the existing station.
12. Per the meeting with the County on Friday, December 28, 2018 it is assumed that the construction period will be 18 months from Notice to Proceed to Substantial Completion.
13. Wetland Delineation services have not been included in the fee proposal above. Should services be required, they can be provided by ECS as an additional service.

Architectural:

1. **Program Verification:** LEWA has included one (1) kick off meeting. Additional meetings can be attended as an additional service if required.
2. **Schematic Design (SD) Phase:** LEWA has included a total of four (4) community/PFRC meetings as follows: one (1) community "kickoff" meeting, one (1) "kickoff" meeting with the County's Public Facilities Review Committee (PFRC), and two (2) combined Community/PFRC meetings. These meetings will be scheduled as appropriate. LEWA will also review of the cost estimate submitted by the CMAR to ensure project is on budget and is consistent with the design and work of the project.

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Fee Clarifications continued:**Architectural cont.**

3. **Design Development Phase:** LEWA has included one (1) progress review meeting with the County representatives, CMAR, and user departments at 100% Design Development. LEWA will also review of the cost estimate submitted by the CMAR to ensure project is on budget and is consistent with the design and work of the project.
4. **Construction Documents Phase:** LEWA has included one (1) post-submission meeting with Community Housing and Planning Department Inspection Services Division (CHPD-ISD), one (1) 90% on board progress review meeting with the user departments and Project Officer, and one (1) CD Plan review meeting with the Project Officer and CMAR to review comments.
5. **LEED Certification:** It is our understanding that LEWA will register the Arlington Fire Station 8 project with USBGC and that all registration and review fees paid by LEWA to USGBC will be reimbursed by the County.
6. **Construction Administration:** It is understood that the construction for this project will occur in two phases. Phase 1 includes the demolition of the existing fire station and the construction of the new fire station. Upon the completion of Phase 1 the Fire Department will move operations into the new fire station. Once the new fire station is operational, Phase 2 will include the disassembly and/or demolition of the temporary facility and the completion of the rear site areas. The construction duration for the project, inclusive of Phases 1 and 2, is anticipated to be 18 months from the County's issuance of Notice to Proceed to Substantial Completion of Phase 2. LEWA has included 34 field meetings, including two (2) punch list and one (1) final inspection meetings for Phase 1 and one (1) punch list and one (1) final inspection meetings for phase 2. Additional visits by the Project Manager or Project Architect can be provided as an additional service as required. The scope of services includes up to two reviews of each submittal, should additional reviews be required they can be provided as an additional service.

Civil:

1. Urban has assumed that Public Water and Sewer are available to the site; Any offsite water/sewer designs are additional services.
2. Any offsite easements, survey, etc. are not included in the scope of services however, can be provided as an additional service.
3. Any offsite design has not been included in the fee however, can be provided as an additional service.
4. Wetland delineation has not been included in the scope of services. Wetland Survey/Flagging can be provided as an additional service if required.
5. It is assumed that Value Engineering comments/responses will be complete between county site plan submissions and finalized prior to second site plan regulatory submission to the county.
6. Construction Administration fee includes a fee of \$10,000.00 for the Post Construction VDOT Packages/Bond Release. It is assumed that this service will be required however, can be moved to Additional services if the County feels it will not be necessary.

Civil Exclusions:

1. Design of LEED items after released to prepare site plan will be extra services
2. Enhanced Landscape/Hardscape Design (Beyond County Minimum)
3. Dry Utility Design
4. Waivers
5. Any Rezoning, Special Use Permits, Special Exception and/or Zoning Modifications are additional services
6. Survey As-Built are additional services. The as-built prepared will be based on contractor markups and construction changes and not field surveys.



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Base Fee Clarifications continued:

Civil Exclusions:

7. Offsite Plats/easements
8. Deed submission fees and plan submission fee's by Arlington County
9. Separate plats are extra (assume consolidation/record/easement plat is done with one plat)
10. Utility coordination consultant provided by others
11. Title report provided by others
12. No well and/or septic design or permitting included
13. Offsite Survey

Structural Engineers:

1. For the purposes of this proposal Ehlert Bryan has assumed the scope to include the design and construction of a new approx. \$11M, two story, 15,000 SF Fire Station with four apparatus bays, support spaces, and residential/administrative spaces. The building is anticipating LEED Silver Certification. The building is anticipated to consist of load-bearing masonry with a steel frame and some light-gage steel framing. It is anticipated the building will be supported by conventional spread and strip footings.
2. Any work associated with the temporary facility has not been included as a part of this fee proposal.
3. As the building will be designed to achieve a LEED Silver rating, green roofs and recycled content for building materials are two areas of LEED requirements that will affect the building structure. Ehlert Bryan has included the incorporation of the structural items into the drawings and specifications. Preparation of, reviewing or collecting contractor documentation for LEED compliance and attendance at LEED meetings has not been included but if necessary, can be provided as an additional service.
4. **Schematic Design:** Ehlert Bryan will assist in obtaining the geotechnical study, provide consultation on determination of the structural system, and prepare a written structural narrative to include in the Schematic Design Report.
5. **Schematic Design:** Ehlert Bryan will attend one (1) kick-off meeting.
6. **Design Development:** Ehlert Bryan shall prepare drawings consisting of framing and foundation plans with structural systems defined, some preliminary sizes and structural details.
7. **Construction Documents:** Ehlert Bryan shall prepare drawings and structural specifications with submittals at 50%, 75%, and 100% .
8. **Construction Price Determination with CMAR:** Ehlert Bryan will respond to questions during the Construction Price Determination with the CMAR.
9. **Construction Administration:** Ehlert Bryan will attend the Special Inspections Meeting, review shop drawings and respond to contractor questions during construction, perform site visits and prepare field reports. Up to (2) site visits are included. We will update the Structural Drawings on the basis of the Contractor's mark ups and provide Record Documents for the project. It is assumed an 18 month construction period.

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Fee Clarifications continued:

- Structural Exclusions:**
1. Preparation of detailed opinions of probable cost.
 2. All Work associated with the Temporary Station including design/document preparation, all Construction Administration Services, Site Visits and Field Reports related to the temporary fire station.
 3. Additional meetings outside of those listed above can be provided as an additional service.
 4. Design of deep foundations, mat footings, structural grade slabs, and grade beams due to unforeseen or poor soil conditions.
 5. Preparation of separate demolition documents.
 6. Preparation of permanent under-slab drainage drawings. If required by the Geotech, Frenchdrains and under slab drain notes will be denoted on the foundation drawings.
 7. Site structures including retaining walls, sign supports, and civil structures.
 8. Document preparation for alternate bids, segregated contracts, or early foundation or framing packages for Permit or Bid.
 9. Design related to contractor's equipment (such as tower crane foundations or lifts) or construction methods including, but not limited to temporary shoring and bracing, support of excavations, and underpinning.
 10. Shop drawing review occasioned by improper or incomplete submittals.
 11. Drawing revisions inconsistent with instructions previously given by Client, including program or budget adjustments and revisions to the building code.
 12. Preparation for and appearance as witness or consultant for any public hearing, arbitration, or legal proceedings with respect to this project.

MEP

1. The design will include:
 - a. Normal and emergency power distribution systems to serve the proposed facility.
 - b. Exterior lighting. Photometrics of the exterior lighting will be provided for the site plan permit submission.
 - c. Interior lighting. Special Interior lighting fixtures to be selected by the architect. Brinjac will circuit and provide controls for lights and perform the ComCheck code compliance analysis. We will assist architect with lighting fixture selection. Add services are available for Brinjac to perform advanced interior lighting design and verify foot candle levels.
 - d. HVAC systems including distribution of ductwork and piping systems, appurtenances, and associated automatic temperature controls.
 - e. Plumbing systems including domestic water, natural gas, storm water, and sanitary waste and vent systems. We will design domestic water storm and sanitary systems up to a point of five (5) feet beyond the building envelope. Fire alarm system throughout the facility.
 - f. Performance based sprinkler system specifications. The performance specifications will be supplemented by Fire Protection Drawings which will include fire service size, fire service layout up to five (5) feet outside the building envelope, and sprinkler system zoning.
 - g. Security systems. We will design for all camera locations, card readers, and access doors. We will provide specifications for security system hardware and software and coordinate the design with the fire alarm and electrical system.
 - h. Support for the AV and Telecom system will be provided. This will include coordinating location of devices and associated junction boxes, providing power, and integrate conduits into the overall design.



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Base Fee Clarifications continued:

MEP

- i. Support for the station alerting system will be provided. This will include coordinating location of devices and associated junction boxes, providing
2. Services will include coordination with gas and electric utilities as follows:
 - a. Submit all required documentation to the local utilities for service request.
 - b. Provide electrical site plan detailing electrical and telecom service design.
 - c. Provide mechanical site plan detailing gas service design.
 - d. Design, specifications, light locations and electrical power/ controls for site lighting within the area of work.
 - e. Services will include review construction cost estimates and provide comments relative to scope, quantities and major equipment costs. Separate reviews are anticipated for the Conceptual Design, Design Development and Construction documents.
 - f. All drawings will be produced using Revit 2018. Specifications will utilize edited A.I.A. Master Specification sections.
 - g. One set of original specifications and drawings will be delivered at each project milestone.

3. Program Verification

- a. Services will include attendance of one (1) kick-off meeting.
- b. Brinjac will help develop the Owner's Project Requirements (OPR) by providing a draft document for Arlington County to review and edit.

4. Schematic Design Phase

- a. Brinjac shall provide design narratives for all disciplines to include three HVAC systems to be simulated as part of the LCCA. This will be submitted to the County for approval prior to modeling the systems as well as the 3rd party cost estimator.
- b. Brinjac will utilize energy modeling software to assist with the discussion on LEED strategies and energy use. Brinjac shall model one building developed by LeMay Erickson Willcox. A single base HVAC system shall be selected at this stage so that the team can focus on optimizing the building envelope, massing, and orientation.
- c. Utilizing the energy models, Brinjac will assist LEW in determining LEED or sustainable design concepts and strategies including building orientation, daylighting strategies, sustainable site strategies and energy conservation/renewable resource strategies. Brinjac will provide LEW a summary of the model annual energy use results which can then be used to perform a LCCA of the envelope, massing, and orientation options.
- d. Brinjac will generate a baseline model with IBC 2015 minimum requirements, and create a second building model that utilizes the optimized building envelope. This latter model will then be replicated three times with the different HVAC systems being modeled.
- e. Utilizing the 3rd party cost estimate, Brinjac shall perform the HVAC LCCA and submit a report that summarizes the results, selects a system, and evaluates the number of LEED points the system will attain.



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Base Fee Clarifications continued:

MEP

4. Schematic Design Phase (cont.)

- f. Brinjac will meet with Arlington County to discuss and identify LEED points and the HVAC LCCA.
- g. Brinjac will evaluate construction cost estimate.
- h. Upon approval by Arlington County, outline specifications for the major systems and materials shall be prepared.

5. Design Development:

- a. Perform calculations for HVAC, GAS, Water, Electrical, and size the generator.
- b. The LEED Energy model will be developed to the extent possible based on the design develop documents to verify that the LEED Silver criterion will be achieved. As discussed and approved by the County, Brinjac will use the Carrier Hourly Analysis Program (HAP) or the Trane Trace 700 energy modeling programs.
- c. The Design Development documentation will include floor plans, diagrams, equipment schedules and other information necessary to describe the materials, equipment and systems necessary for the project.
- d. Submission documents will include: Updated Narratives, Plans, Calculations (including ventilation calculations), Energy Model, Product cut sheets, Outline specifications.
- e. Brinjac will review 3rd party cost estimate.
- f. Attendance at one (1) on board progress meeting at the 60% DD stage has been included.

6. 50% Construction Documents:

- a. Brinjac will refine calculations for HVAC, GAS, Water, Electrical, and generator sizing.
- b. Brinjac will submit load letters for electric and gas.
- c. Submission documents will include: Plans, Specifications.
- d. Brinjac will review the cost estimate.
- e. Brinjac will attend one (1) on board progress review meeting

7. 90%-100% Construction Documents – Permit Submission:

- a. Brinjac will attend one (1) on board progress review meeting, and one (1) coordination meeting two weeks prior to final submission of CDs, and one (1) CD Plan review meeting after receipt of ISD review comments.
- b. Submission documents will include: Plans, ComCheck and other permit required forms, Specifications.
- c. Brinjac will review 3rd party cost estimate.
- d. Brinjac will Incorporate all County and ISD review comments into CDs.
- e. Brinjac will Issue final 100% CDs.



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Fee Clarifications continued:

MEP

8. Construction Phase:

- a. Services will include attendance of four (4) meetings.
- b. Services will include periodic site visits during construction for the purposes of verifying compliance of work with the Contract Documents. An allowance of four (4) site visits is included for the construction duration.
- c. Brinjac shall respond to RFIs, review PCOs, and issue revisions and clarifications as needed.
- d. Brinjac will evaluate substitutions proposed by the Owner's consultants or contractors and make subsequent revisions to Instruments of Service resulting therefrom.
- e. Prior to ceiling close in, Brinjac shall perform and above ceiling inspection.
- f. A final punch shall be performed for all disciplines with one follow-up site visit to close out punch list items.
- g. Brinjac will review the O&M manuals.
- h. Services will include preparation of electronic Record Drawings which will include addendums, bulletins, and mark-ups provided by the contractor. Surveying for the purpose of preparing "as-built" drawings is not included.

MEP Value Engineering

1. Brinjac will provide three members of the design team (total of 3) to present the design and attend a one day VE session.

If necessary Brinjac can provide the following as additional services (as listed on page two of this proposal):

MEP LEED Additional Services:

- a. Advanced Lighting Design: Brinjac will provide complete lighting design including laying out all fixtures, selecting all fixtures, and performing internal photometric calculations.
2. Gray Water system: Brinjac will design a gray water system for the facility and include construction administration work associated with the system.
3. Solar PV Array: If the project requires Solar PV Arrays to achieve LEED or reduce the carbon footprint, Brinjac will perform a Life Cycle Cost Analysis, size the system, design the system, generate plans and specifications, and perform the construction administration work associated with the system.

MEP Exclusions:

1. Engineering services for work not described above.
2. Submission at 75% CD, associated cost estimate review, QAQC, and response to review comments.
3. Acoustical or vibration control consultation required for detailed acoustical analysis of specific spaces to meet specific client specified sound criteria below NC 35. Basic services include general acoustical and vibration control to meet NC ratings in spaces of 35 or greater and the design of vibration control on all equipment in accordance with ASHRAE guidelines.
4. Programs changes after owner acceptance of Design Development documents.
5. Detailed sprinkler design including head layout and sprinkler system pipe sizing.
6. Fee(s) associated with obtaining government approvals or permits.



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Fee Clarifications continued:

MEP Exclusions:

7. Meetings or site visits in excess of the amounts stated above.
8. Substantial change in the overall design, after written approval of any stage of the design or after Work is under construction.
9. Drawing revisions for substitutions requested by CMAR and approved by the County Project Officer, submitted after approval of the construction documents.
10. Extension of construction beyond the 18 months duration resulting 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 than those listed in the RFP Task 7, items e. and f., respectively. 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.
11. Value Engineering: If the VE session optional service is provided, Brinjac will submit an add service to implement the VE changes.
12. Generating commissioning specifications; To be provided by County commissioning agent.
13. Site visits to witness equipment start-ups, assist with commissioning, or perform commissioning work that was incomplete.
- 14 Design of the fueling station.

Fuel Tank Design:

1. Setty's understating of the project is based on RFP 18-165-RFP.
2. Setty will provide delegated design for the fuel tank system. Should signed and stamped drawings be required, Setty can provide as an additional service. Setty shall provide performance specifications and drawing updates as required to allow for Delegated Design of the fuel tank and dispenser systems.
3. The scope regarding demolition of the existing fuel facility shall be limited to update of the existing fuel system demolition drawing if necessary. Only Construction Document submissions are included in SETTY's scope.
4. Coordination with the appropriate environment regulatory authority shall be by the General Contractor (GC), who shall also be responsible for all permitting related to the design and installation of the fuel tank and dispenser systems.

Fundamental

Commissioning: (To be provided under separate County contract; clarifications are for informational purposes only)

1. Fundamental Commissioning Services:
 - a. Systems to be included in commissioning:
 - i. Heating, Ventilating, and Air Conditioning (HVAC) Systems and associated controls.
 - ii. Domestic Hot Water System(s).
 - b. Conduct a commissioning kickoff meeting to review the commissioning process with the Owner, Architect, and Construction Team.
 - c. Develop and implement a Commissioning Plan specific to the Project and sufficient to meet Owner requirements including, at a minimum, a Commissioning Program Overview, a description of the Commissioning Team, and a Description of Commissioning Process Activities.
 - d. Review Owner's Project Requirements (OPR) for completeness and provide comments and recommendations.
 - e. Review the design team's Basis of Design (BOD) for clarity and completeness and provide comments and recommendations.



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Fee Clarifications continued:

Fundamental

- Commissioning:** (To be provided under separate County contract; clarifications are for informational purposes only)
- f. Attend commissioning-related construction meetings and review minutes from all design and construction meetings for revisions or substitutions that directly or indirectly affect the commissioning process.
 - g. Review equipment submittals applicable to systems being commissioned, including detailed startup procedures and provide comments to the Architect.
 - h. Perform monthly site visits to observe component and system installations.
 - i. Write and distribute pre-functional tests and checklists. Review the test reports and checklists for compliance and identify any deficiencies.
 - j. With the necessary assistance and review from installing contractors, write and distribute the functional performance testing procedures required for equipment and systems to be commissioned.
 - k. Witness the functional performance testing as required for all systems to be commissioned. Coordinate the testing activities with the installing contractors and verify testing requirements are completed. Evaluate all results against the OPR and BOD for compliance with the design intent.
 - l. Maintain a master deficiency and resolution log and a separate master testing log. Provide the Architect and Owner with progress reports including functional performance results and recommended actions.
 - m. Review O&M manual submittals for compliance with commissioning requirements.
 - n. Lead the project team members in the preparation of a systems manual.
 - o. Oversee the project team verification of training.
 - p. Provide a final commissioning report, including:
 - i. Executive summary of the commissioning process and the results, including any outstanding items.
 - ii. For each system or piece of equipment commissioned, provide a summary of the equipment installation, functional performance and efficiency, equipment documentation, compliance with design intent, sufficiency of operator training, a list of any outstanding deficiencies or delayed testing.
 - q. Coordinate any deferred testing and provide final documentation for inclusion in an amendment to the commissioning report. Seasonal testing shall be an additional service.

Enhanced

**Commissioning:
Design Phase Services**
(To be provided under separate County contract; clarifications are for informational purposes only)

1. Enhanced Commissioning Services: Design Phase
 - a. Systems to be included in commissioning:
 - i. Heating, Ventilating, and Air Conditioning (HVAC) Systems and associated controls.
 - ii. Electrical distribution and Generator
 - iii. Lighting and Day-lighting Controls.
 - iv. Domestic Hot Water System(s).
 - v. Fire and Life Safety Systems. (verification of AHJ inspection)
 - vi. Communication System
 - vii. Security System
 - viii. Vertical transportation system
 - ix. Sustainability features



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Fee Clarifications continued:

- Enhanced Commissioning:** (If necessary, to be provided under separate County contract)
- b. Develop and document Owner's Project Requirements (OPR) for completeness and provide comments and recommendations.
 - c. Identify scope and budget for the Commissioning Process.
 - d. Review the design team's Basis of Design (BOD) for clarity and completeness and provide comments and recommendations.
 - e. Perform reviews of the design documents of the systems to be commissioned at various stages of development during DD and CD phases.
 - f. Develop and implement a Commissioning Plan specific to the Project and sufficient to meet Owner requirements including, at a minimum, a Commissioning Program Overview, a description of the Commissioning Team, and a Description of Commissioning Process Activities.
 - g. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the A/E team and integrate the specifications into the overall specification package.
 - h. Provide all necessary LEED documentation.
 - i. Coordinate a controls coordination meeting to discuss integration issues between equipment, systems, and disciplines to ensure that integration issues and responsibilities are clearly defined in the specifications.
 - j. Participate in the pre-bid process to help explain commissioning requirements.
- Enhanced Commissioning: Construction Phase Services:** (To be provided under separate County contract; clarifications are for informational purposes only)
1. Enhanced Commissioning Services: Construction Phase
 - a. Coordinate and direct commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and regularly updated schedules.
 - b. Conduct a commissioning kickoff meeting to review the commissioning process with the Owner, Architect, and Construction Team.
 - c. Lead commissioning-related construction meetings and review minutes from all design and construction meetings for revisions or substitutions that directly or indirectly affect the commissioning process.
 - d. Review equipment submittals applicable to systems being commissioned, including detailed startup procedures and provide comments to the Architect.
 - e. Perform at least monthly site visits to observe component and system installations.
 - f. Write and distribute pre-functional tests and checklists. Review the test reports and checklists for compliance and identify any deficiencies.
 - g. Witness underground piping videography to a level sufficient to be comfortable that proper procedures are being followed and that the installation is satisfactory.
 - h. Witness major equipment startup.
 - i. Witness duct leakage testing to a level sufficient to be comfortable that proper procedures are being followed and that the installation is satisfactory.
 - j. Witness pipe pressure testing to a level sufficient to be comfortable that proper procedures are being followed and that the installation is satisfactory.
 - k. With the necessary assistance and review from installing contractors, write and distribute the functional performance testing procedures required for equipment and systems to be commissioned.
 - l. Guide the functional performance testing as required for all systems to be commissioned. Coordinate the testing activities with the installing contractors and verify testing requirements are completed. Evaluate all results against the OPR and BOD for compliance with the design intent.



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Base Fee Clarifications continued:

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|---|---|
| <p>Enhanced Commissioning: Construction Phase Services (To be provided under separate County contract; clarifications are for informational purposes only)</p> | <ul style="list-style-type: none"> m. Maintain a master deficiency and resolution log and a separate master testing log. Provide the Architect and Owner with progress reports including functional performance results and recommended actions. n. Review O&M manual submittals for compliance with commissioning requirements. o. Review air and water systems balancing completed reports and approve balancing via sampled site observation. p. Analyze functional performance trend logs to verify basic system operation prior to testing. q. Provide all necessary LEED documentation. r. Lead the project team members in the preparation of a systems manual. s. Oversee the project team verification of training. t. Provide a final commissioning report, including: <ul style="list-style-type: none"> i. Executive summary of the commissioning process and the results, including any outstanding items. ii. For each system or piece of equipment commissioned, provide a summary of the equipment installation, functional performance and efficiency, equipment documentation, compliance with design intent, sufficiency of operator training, a list of any outstanding deficiencies or delayed testing. |
| <p>Enhanced Commissioning: Warranty Phase (To be provided under separate County contract; clarifications are for informational purposes only)</p> | <ul style="list-style-type: none"> 1. Enhanced Commissioning Services: Warranty Phase <ul style="list-style-type: none"> a. Coordinate any deferred testing and provide final documentation for inclusion in an amendment to the commissioning report. b. Return to the site 10 months into the 12 month warranty period and review with the facility staff the current building operation and the condition of outstanding issues related to the original seasonal commissioning. Also implement a thermal comfort survey of the building occupants. Make suggestions for improvements if problems are identified. |
| <p>Traffic Design</p> | <p>See attached scope of services. Task 6 of fee proposal Meetings, Hearings and Team Coordination has not been included in the above fee.</p> |
| <p>Geotechnical</p> | <ul style="list-style-type: none"> 1. Fee assumes eight (8) borings total with one (1) infiltration test; 4 borings to 40 ft., the rest of the borings to 10 ft. |
| <p>Special Inspections and Testing*</p> | <p>Removed per Arlington County request; services to be provided by County under separate contract.</p> |
| <p>Utility Coordination</p> | <p>Removed per Arlington County request; services not necessary as utilities are already located on site.</p> |