

**REQUEST FOR PROPOSAL (RFP)
PROFESSIONAL SERVICES**



Issue Date: December 18, 2019

RFP# CCS RECONFIGURATION A&E SERVICES/20-32

Title: CCS Reconfiguration A&E Services

Issuing Agency:

Public Works/ Facilities Development
325 4th St. NW
Charlottesville VA 22903

Department and/or Location Where Work Will Be Performed:

Charlottesville City Schools:

Buford Middle School
1000 Cherry Ave.
Charlottesville VA
22903

Walker Upper Elementary
1564 Dairy Rd.
Charlottesville VA
22903

Sealed Proposals Will Be Received Until 2:00 p.m. local prevailing time on January 30, 2020. Proposals received after the announced time and date for receipt will not be considered. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container should be clearly marked in the lower left hand corner as follows:

RFP# CCS RECONFIGURATION A&E SERVICES/20-32
TITLE: CCS Reconfiguration A&E Services
OPEN: January 30, 2020

All Inquiries For Information Should Submitted in Writing and Be Directed To: Michael Goddard, Senior Project Manager at goddardm@charlottesville.org.

IF PROPOSALS ARE MAILED OR HAND- DELIVERED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

OFFERORS HAND DELIVERING PROPOSALS CAN OBTAIN A MAP SHOWING THE CITY VISITOR PARKING LOCATION, ON THE CITY'S WEBSITE AT: WWW.CHARLOTTESVILLE.ORG/PURCHASING, (CLICK ON CURRENT PROJECTS TO OBTAIN A MAP).

**TO RECEIVE A COMPLETE BID PACKAGE,
PLEASE VISIT OUR WEBPAGE AT
WWW.CHARLOTTESVILLE.ORG/PURCHASING
AND CLICK ON CURRENT PROJECTS.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS FOR RFP# CCS RECONFIGURATION A&E SERVICES/20-32

	<u>PAGE</u>
I. PURPOSE	3
II. MINORITY BUSINESS PROGRAM	3
III. BACKGROUND	3
IV. STATEMENT OF NEEDS	3
V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	6
VI. EVALUATION AND AWARD CRITERIA	9
VII. REPORTING AND DELIVERY INSTRUCTIONS	10
VIII. PREPROPOSAL CONFERENCE	11
IX. GENERAL TERMS AND CONDITIONS	11
X. SPECIAL TERMS AND CONDITIONS	19
XI. ATTACHMENTS	22

- I. **PURPOSE** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of architectural design services by the City of Charlottesville.

The City of Charlottesville's Facilities Development Division (Owner) is requesting proposals from qualified architectural/engineering firms or individuals to plan and design building additions, renovations and/or new construction which will be located on the same parcels as the existing facilities (the existing facilities may, or may not, remain). The proposed sites for the project include Walker Upper Elementary School and Buford Middle School, both within the City of Charlottesville. This project represents the largest potential capital investment for the City of Charlottesville in many years. Charlottesville City Schools have not undertaken a major building project since the 1980's, so public interest in the process will be quite high. We anticipate that the project will be designed to 35% completion for both Buford and Walker school sites, at which point cost estimation will be undertaken (under separate contract). Based on these design documents and estimates, City Council will either allocate funding for further development and construction, or the project will be terminated. The general scope of the design and construction work will include, but is not limited to: studying Charlottesville City Schools educational programs and goals as related to these facilities and developing a relevant design program; facilitating public engagement; developing conceptual, refined, and final architectural and engineering designs; preparing bid construction documents; presenting designs to appropriate review boards (such as the Charlottesville Planning Commission); providing construction administration services; and, coordinating the documentation for, and submittal of, an application to the U.S. Green Building Council for Leadership in Energy and Environmental Design (LEED™) certification of the project.

- II. **MINORITY BUSINESS PROGRAM:** As part of the City of Charlottesville's Minority Business Program, the City of Charlottesville encourages the participation of small, women, minority, veteran and micro-owned businesses (SWaM-O) in the City's procurement transactions. In order to support and build up the capacity of SWaM-O businesses, City Council and staff have taken steps to push forward policy changes and initiatives to help reduce barriers to doing business with the City. To find out more about the current City of Charlottesville initiatives and programs please visit the Minority Business Program website at <http://www.charlottesville.org/business/minority-business-program>.

- III. **BACKGROUND:** Charlottesville City Schools (hereafter CCS) has determined the need to reconfigure their present allocation of grades in the elementary and middle schools in order to further academic and equity goals. Currently, students in CCS transition from six neighborhood elementary schools to Walker Upper Elementary for grades five and six, and transition again to Buford Middle School for grades seven and eight before transitioning to Charlottesville High School for grade nine through twelve. Preschool is available to a limited number of income-eligible students within the neighborhood elementary schools. This reconfiguration project is intended to prepare the middle school (currently Buford) to accept the sixth grade students in addition to the seventh and eighth, and to move fifth grade to the existing neighborhood elementary schools. Capacity for these students at the elementary level will be created by reassigning early learning services to the then-vacant Walker Upper Elementary campus. Extensive consideration for wrap-around services, as well as shared use with Parks and Recreation and public use of the sites will be included in the successful offeror's scope. The condition of both Walker Upper Elementary and Buford Middle schools is fair. The interior of both Buford and Walker are dated, and both have open campus layouts, which create security concerns, which will need to be addressed within the proposed scope. CCS and the City of Charlottesville have previously done significant work to define the current and projected school capacity status, facility condition and effect of the reconfiguration on classroom requirements at the elementary level, and these documents are included as attachments to this RFP.

- IV. **STATEMENT OF NEEDS:** The successful offeror shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the successful offeror of the work and services that are the subject of the contract.

Lead Architectural Design: Have a proven ability to perform early childhood K-12 school facility design. This includes in-depth knowledge and experience of relevant security, operational, safety, and health considerations related to state-of-the-art educational space design. As project lead, responsibilities will include, but not be limited to: having a strong foundation in architectural building design and management principles representative of best practices for the profession; having a proven ability to creatively design projects that meet cost and program objectives as well as comply with relevant codes and, having the ability to coordinate and manage all participating

consultants and sub-consultants associated with the project which may include the following:

Education Design Best Practices: Including, but not limited to – Proven experience and understanding of current educational environment and research related to creating successful outcomes in education across socio-economic conditions.

School Site Planning: Including, but not limited to – having a proven ability to provide layout and design for school sites that encourage a safe and connected campus potentially using existing building elements.

School Project Phasing and Logistics: Including, but not limited to – having proven experience in the process of assuring fluid transition between pre and post-construction conditions, including facilitation of continuity of quality educational space. This is to include, at minimum, planning of temporary learning spaces, recommendations regarding the relationship between project scope and continuity of service, and study of effects of student displacement at various grade levels as necessitated by this project. These effects will be examined in relation to any required future/ additional projects, and such projects will be quantified to the level of spatial requirement defined by usage type and potential placement.

Mechanical/Electrical/Plumbing (MEP): Including, but not limited to – having a proven ability to design, model, and specify code-compliant MEP systems that meet, or exceed, performance requirements specified by best practice methods for each respective industry, or, criteria established by the Owner; have experience in school design and the challenges with segregating fresh and contaminated air; and, have the ability to coordinate their design efforts in conjunction with, and in support of, targeted LEED goals for the project.

Communications & Security Systems: Including, but not limited to – having a proven ability to design, and specify Communications & Security systems (e.g. bell & intercom systems, access control systems, CCTV systems, electronic audio/visual communication & teaching systems, etc.) that meet, or exceed, performance requirements specified by best practice methods for each respective industry, or, criteria established by the Owner; and, have strong experience in school design.

Structural Engineering: Including, but not limited to - having a proven ability to design and specify structural building systems that meet, or exceed, performance requirements specified by best practice methods for the industry and relevant codes; have the ability to coordinate their design efforts in conjunction with and in support of targeted LEED goals for the project.

Civil Engineering/Site Design/Traffic Design: Including, but not limited to – having a proven ability to engineer and develop code compliant topographic contour site design, storm water design, parking lot design, pedestrian and vehicular traffic engineering to City of Charlottesville and VDOT standards; have the ability to coordinate their design efforts in conjunction with and in support of targeted LEED goals for the project.

Fire Safety Design: Including, but not limited to – having a proven ability to provide design and engineering services for complete code compliant installation of fire safety components such as sprinkler and alarm systems.

Utilities Design: Including, but not limited to – having a proven ability to provide design and engineering services for complete code compliant installation or modification of all required and/or affected utilities.

Building Systems Commissioning: Provide the skilled services of a building commissioning expert to perform all required commissioning of the building and energy-using systems as prescribed by LEED.

Landscape Architecture: Including, but not limited to – having a proven ability to perform landscape design, plant selection for aesthetics, screening, etc. for projects within a design controlled district; pedestrian access design; design of exterior common spaces; have the ability to coordinate their design efforts in conjunction with and in support of targeted LEED goals for the project.

Interior & Graphic Design: Have a proven ability to design and specify interior finishes, colors, casework, furniture etc. that functionally and esthetically compliments the overall goals of the design and usage programs of the facilities; provide environmental graphic design (signage); have the ability to coordinate their design efforts in support of LEED and building/zoning code requirements.

Specification of Durable and Sustainable Materials: Have a proven ability to specify materials that will maximize the long-term usability of built spaces while having minimal environmental impact.

LEED and Sustainable Construction Practices: Including, but not limited to – a thorough understanding of the LEED certification process for construction/renovation projects similar in size, scope, and certification goals as this project (LEED v4 for Building Design and Construction; our goal for this project is Silver level certification); having LEED Accredited Professional(s) employed, directly or indirectly, by the design professional and relevant parts of the project team; and possessing a thorough understanding of the registration, design, construction, and submittal/verification components of the project pertaining to the LEED v4 certification process. The Architect will be responsible for LEED project registration (including related fees), design, tracking, documentation, and submissions (including related fees), including responding to reviewer comments, and will oversee commissioning. We are interested in exploring geothermal systems, solar energy generation, rainwater collection and green roofs and will expect the successful offeror to be well versed in the funding methods and implementation strategies for these approaches.

Construction Cost Estimating: The Architect will be responsible for designing the project to meet a specific construction budget target. The City is presently considering \$50M- \$80M to be our target total project value, though this is subject to adjustment. The Owner will contract directly with a third-party cost estimating firm to monitor and validate the design and its estimated construction cost. The Owners' third-party cost estimates will be scheduled to occur at the conclusions of the Preliminary Design, Design Development, and Construction Document phases.

Construction Administration: Including, but not limited to – the proven ability to provide ongoing construction administration for the project as specified in the City of Charlottesville's standard A/E contract Attachment H; the proven ability to specify and provide timely advice as related to third party testing, commissioning, RFIs, etc.

Other Disciplines: as required for a complete and successful project.

The successful offeror will, while managing all aspects detailed in the previous section, be required to:

1. Establish a project approach, project design schedule, communication network, etc. and perform all other duties required of the architect consistent with the terms of the Owner's standard A/E contract.
2. Propose an effective public outreach strategy and lead that process to inform and gather feedback from stakeholders in the community. Work with CCS representatives and Owner representatives to refine project approach through community dialog. This will include public information sessions and consensus building exercises as directed by CCS staff, who will direct public outreach activities.
3. Work with City, CCS and community stakeholders to define any wrap around services that may be accommodated within the project scope (before and after school care, family services, etc.), as well as defining what spaces may be available for use by CCS Administration, especially on the Walker Campus, and including those spaces within the design scope.
4. Research and present findings related to best practices for current school design standards for the targeted grades and programs including: safety, circulation, common space requirements, classroom layout and technology, recreation, physical education, staff and student collaboration space, food services, general storage space, furnishings, lighting, and any other subjects relevant to the program.
5. Coordinate with CCS, City Parks and Recreation and Public Works Staff to define and accommodate P&R activities and public use within project scope.
6. Study existing facilities drawings, existing conditions, site conditions, codes, and other information and studies as required or as provided by the Owner.
7. Consult extensively with select CCS Staff and the Owner's staff in its effort to investigate and become very familiar with all of the program requirements of the project; and, summarize those findings in a Programming Report to the City.

- 8 Perform the Preliminary (schematic) Design phase of the work.
- 9 Perform the Design Development phase of the work.
- 10 Perform the Design for Construction (CDs) phase of the work.
- 11 Assist with bidding by responding to question and drafting Addenda as required, assisting in the bid evaluation process, assisting with construction contract negotiations, and providing other services as detailed in the City's standard A/E contract.
- 12 Design to a prescribed construction budget.
- 13 Provide all required and necessary design submittals, revisions, and/or modifications as necessary or as specified in the City's standard A/E contract.
- 14 Provide thorough Construction Administration services.
- 15 Provide all close-out work (as-built documents, LEED submission, etc.)
- 16 Provide all of the above on, or around, the dates specified below.
- 17 Work will be performed under the terms of the City of Charlottesville's *Contract Between Owner and Professional for Professional Design Services* (A&E Term Contract) which is available as Attachment H of this RFP.

Estimated Project Schedule:

February 2020	Award contract for design (this RFP)
February 2020-March 2020	Research, investigation, scope & program clarification and report
March 2020	Registration of project with USGBC for LEED v4
April 2020	Stakeholder input gathering
April-July 2020	Preliminary/schematic design to 35%; Owner's Preliminary/Schematic Design Cost Estimate; any special permitting (SUP, etc.)

NOTE: At this point, the City will seek approval for project funding from City Council. If funding is denied, the City reserves the right to cease work with no further financial obligation for the remaining work on the project.

August 2020	Public outreach; approval from steering committee
September-November 2020	Design Development; Owner's Design Development Cost Estimate
December 2020	Stakeholder review
December 2020-January 2021	Production of Construction Documents (CDs)
January-February 2021	Period of final CD review; Owner's Final Cost Estimate
February-March 2021	Final adjustment of the CD package by the Architect
February-August 2021	Site plan process
August- September 2021	Invitation for bid
September 2021	Award of construction contract
September 2021-January 2023	Construction
January 2023- April 2023	Contingency
May 2023	Project Close-out; As-built documents, Final LEED submission, Move-in

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP ("Proposal").

- a. One (1) printed version original marked “*Original*” and (5) copies of each Proposal shall be transmitted to the City, along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format of same. **The City will accept flash drives or USB sticks.**
- b. In addition, should the proposal contain proprietary information, submit one (1) redacted printed version with proprietary portions removed or blacked out marked “*Redacted Copy*” along with an electronic copy on CD either in Microsoft Word or PDF format of same. **The City will accept flash drives or USB sticks.**

These items must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the Offeror.

Proposals must be submitted by the date and time stated in the solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Offeror to ensure timely and correct delivery of proposal.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror.
- b. Each Proposal must be and remain valid for a period of at least ninety (90) days from the date set by this RFP for receipt of Proposals.
- c. All information requested or required by this RFP must be submitted. Failure to submit all information requested may result in an Offeror’s Proposal being rejected.
- d. Proposals should be prepared simply, providing a clear, straightforward, concise description of the Offeror’s qualifications and suitability to provide the required services, and of the Offeror’s capabilities, in all respects, to perform fully the requirements of this RFP, and the Offeror’s integrity and reliability that will assure good faith performance of the Project requirements.
- e. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-paragraph, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- f. As used in this RFP, the terms "must", “will” and "shall" identify mandatory requirements. Items labeled as "should" or “may” are highly desirable, and are preferred. Depending on the overall quality and completeness of a Proposal, inability of an Offeror to satisfy a "must", “will” or "shall" requirement may not automatically remove that Offeror from consideration; however, it may affect the overall rating of the Offerors’ proposal.
- g. Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- h. All proceedings, records, contracts and other records relating to this procurement transaction shall be open to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material

is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. Offerors, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of a contract by the City.

- i. All costs of proposal preparation and presentation shall be borne by each Offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. **Section 1 – Methodology & Practice:** Provide a narrative describing the means and methods pertaining to the design process as practiced by the offeror. The narrative shall focus on the following aspects of the profession: research and data gathering; programming, preliminary design and design development; construction document development; deliverables; cost & time management; and, construction administration. Particular attention shall be placed on:
 - a. Research and Data Gathering for the Program...This is the foundation of the architect's later work. Specifically detail how the firm would discover, define, and 'design to' the City's needs.
 - b. Describing the firm's documented Quality Control & Quality Assurance (QAQC) standards and practices...particularly as related to preparation and submission of Construction Documents (CDs). (Short-listed firms may be required to submit actual examples of CDs which are unaltered from when they were submitted to the client for bidding.)
2. **Section 2 – Experience & Portfolio:**
 - a. Portfolio Sub-section: Present several examples of work completed within the past 2 years. The portfolio section should include photographs along with a brief narrative detailing each project presented. Include only projects related to school design for municipalities or other governmental agencies. Projects should be representative of Design/Bid/ Build construction delivery method. Include a variety of project sizes and scopes and include information detailing projects that have (or will) received LEED-USGBC certification.
 - b. Company/Firm/Offeror Experience Sub-section: Provide information pertaining to the offeror's business (e.g. length of time in business, number of employees, number of licensed professionals on staff (including the related discipline for each respective license held), business sector breakdown (e.g. percentage of the firm's work which is commercial/institutional in nature), any history of legal claims, etc. This sub-section shall include a clear list of the discipline services (listed in Section III above) being offered in this proposal, and, by whom.
 - c. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise

required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

3. **Section 3 –Staffing and Sub-Consultants/Ability and Availability to Perform:**

- a. **Résumés:** Provide resumes (single page maximum per person) including the name, educational and work background, specific project experience, licenses (if possessed), and qualifications of all known principals, employees, and sub-consultants anticipated to be involved in projects during the term of the contract. Additionally, make mention of any known plans for staff reductions or additions.
- b. **Ability & Availability to Perform:** Provide a narrative detailing how the offeror can effectively and efficiently fulfill the City’s Architectural and Engineering needs (as defined in the RFP) based upon: the offeror’s geographic proximity to the City; and, its established relationships within the Charlottesville region design, engineering, and construction communities.

4. **Section 4 –References:** Provide current contact information for four (minimum) clients for who work of a similar nature has been performed by the offeror within the past five years. Contact information shall include: organization name, contact person name & title, name of project, phone number, and email of contact person. Offerors are strongly advised to verify that those listed as references will respond to our inquiries. Non-responsive references may be deemed a negative reference and scored as such. *See Attachment D. Offeror Data Sheet.*

5. **Section 5 – Additional Information:** This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Attachment B – Signature Sheet
- Attachment C – State Corporation Commission Form
- Attachment E – Certification of No Collusion
- Attachment F – Proprietary/Confidential Information Identification
- Attachment G – Small, Women, Minority, Micro, employment services organizations, and Veteran-Owned Business Objectives
- Attachment H - City of Charlottesville’s *Contract Between Owner and Professional for Professional Design Services (A&E Term Contract)*
- Insurance: See General Terms and Conditions Section. Insurance for coverages and limits required by the City.

VI. **EVALUATION AND AWARD CRITERIA:** This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

1. Specific plans or methodology to be used to perform the services. The ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with City goals and standards. This should be addressed in *Section 1 – Methodology & Practice* portion of the proposal. Weight: 25%
2. Quality of previous work and projects. *Section 2 – Experience & Portfolio* portion of the proposal. Weight: 30%
3. Qualifications and experience of offeror’s staff to be assigned to perform the services. The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to perform the services needed within the timeframe designated. The firm must provide assurance that the continuity of the consulting team will be maintained and not changed without prior approval of the City. Offerors are required to provide current resumes for the individuals that they propose for this project. The resumes must specifically describe their training, certification levels, and experience. This should be addressed in *Section 3 – Staffing and Sub-Consultants/Ability and Availability to Perform* portion of the proposal. Weight: 30%

4. Strength of overall proposal. Overall quality of proposal submitted that specifically addresses the City's Request for Proposals including the basic approach and understanding of the City's objectives. This will be a component of the overall proposal. Weight: 10%
 5. Proximity to Site. Proximity of Architect/ Consultant to site of construction. Weight: 5%
- B. **AWARD OF CONTRACT:** The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial proposals, and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. In these discussions, the Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, Offerors will be informed of any ranking criteria that will be used in addition to the review of the Offeror's professional competence. At this discussion stage, the City may discuss with an Offeror nonbinding estimates of total Project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. In accordance with Va. Code Sec. 2.2-4342 correctly labeled proprietary information from competing offerors shall not be disclosed to the public or to competitors.
- C. At the conclusion of the discussions referenced in Paragraph (B), preceding above, and on the basis of Evaluation Factors set forth within this RFP and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Formal negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

REPORTING AND DELIVERY INSTRUCTIONS

DELIVERABLES:

The project is to be designed utilizing Building Information Modeling (BIM) for all critical parts of the design (architecture, structural engineering, MEP engineering). A complete, accurate, and comprehensive BIM model is a component of the deliverables.

Conclusion of the Programming Phase: Written report detailing the findings of the architect's Investigation and Programming Study.

Conclusion of the Preliminary (35%) Design Phase:

- Drawings (pdf format; software generated...not scanned) in US National CAD Standard (NCS) Format
- Complete list of all specification sections (CSI format) which are known to be required for the project;
- Complete and updated list (in Excel format) of equipment loaded into the BIM model (known to be required at date of submission) including the ID number and location within the model

Conclusion of the Design Development (65%) Phase:

- Drawings (pdf format; software generated...not scanned) in US National CAD Standard (NCS) Format
- Specification sections (CSI format) completed (those known to be required at date of submission) in pdf format (software generated...not scanned);
- Complete and updated list (in Excel format) of equipment loaded into the BIM model (known to be required at date of submission) including the ID number and location within the model

Conclusion of the Construction Document (100%) Phase:

- Drawings (pdf format; software generated...not scanned) in US National CAD Standard (NCS) Format;
- Specification sections (CSI format) in pdf format, complete (software generated...not scanned);
- Complete and updated list (in Excel format) of all equipment loaded into the BIM model including the ID number and location within the model;
- BIM model; Level of Development (LOD) shall be LOD 350

Commencement of Bid Phase:

- Drawings (pdf format; software generated...not scanned) in US National CAD Standard (NCS) Format;
- Specification sections (CSI format) in pdf format, complete (software generated...not scanned);
- Drawings & Specifications stamped and sealed for bidding & permitting by respective Professionals as required
- Complete and updated list (in Excel format) of all equipment loaded into the BIM model including the ID number and location within the model;
- BIM model; Level of Development (LOD) shall be LOD 350

Conclusion of the As-Built (Post-Construction) Phase:

- Drawings, updated to as-built conditions (editable Autocad and pdf format of each sheet; software generated...not scanned), in US National CAD Standard (NCS) Format;
- Specification sections (CSI format), updated to as-built conditions and complete (editable MS Word software generated);
- Drawings & Specifications stamped and sealed by respective Professionals as required
- Complete list (in Excel format) of all equipment (updated to as-built conditions) loaded into the BIM model including the ID number and location within the model;
- BIM model; Level of Development (LOD) shall be LOD 350

Also see: City of Charlottesville's *Contract Between Owner and Professional for Professional Design Services* (A&E Term Contract) which is available as Attachment H of this RFP.

VII. PREPROPOSAL CONFERENCE: Not applicable

VIII. GENERAL TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the City's website at www.charlottesville.org/purchasing, under the Bids and Proposals link.
- B. ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Code of Virginia 2.2-4311, 2.2-4311.2, and 2.2-4312 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 1. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

4. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- C. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
- E. ANTITRUST: By entering into a contract, a contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
- F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville, Virginia.
- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- H. AVAILABILITY OF FUNDS: The City's obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the City's performance thereof.
- I. BID/PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- J. BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding or submitting an offer, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non registered vendor. Go to www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.
- K. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by less than ten percent (10%) or \$25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

- L. **CONTRACTS REQUIRED:** Following Award of a contract resulting from this procurement transaction, the successful Offeror shall be required to enter into a written contract with the City. The contract shall include the requirements of this RFP, any additional terms and conditions negotiated by the parties, and shall set forth the fair and reasonable price agreed to by the parties. The contract shall also include provisions required by the Virginia Public Procurement Act and the Charlottesville City Code, as applicable.
- M. **CLARIFICATION OF TERMS:** The City will assume no responsibility for oral instructions, suggestion or interpretation of this RFP. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to Michael Goddard PW/ Facilities Development, 305 4th st. NW Charlottesville VA 22903 no fewer than seven (7) work days prior to the date set by this RFP for receipt of proposals by the City.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.
- N. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the successful Offeror would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Virginia Public Procurement Act or the Charlottesville City Code, or (iv) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- O. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such

procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions). Resolution of a claim by the City or its administrative appeals panel shall not relieve a contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.

- P. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- R. **DESIGNATED PERSONNEL:** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.
- S. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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 violations of such prohibition; and (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. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. **ETHICS IN PUBLIC CONTRACTING:** Per Code of Virginia, 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.
- U. **HEADINGS:** Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- V. **IDLING REDUCTION REQUIREMENT:** Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- W. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- X. **INCLEMENT WEATHER/CLOSURE OF CITY OFFICES:** If the City of Charlottesville is closed for business on the date and time set by this RFP for receipt of proposals, then proposals will be accepted on the next

scheduled business day up to the time of day specified on the original date specified for receipt of proposals.

- Y. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
 - e. Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this agreement, Bidder shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Bidder, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$2,000,000 per occurrence, \$6,000,000 aggregate ("Required Insurance"). Bidder shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the City. Upon execution of this Agreement, Bidder shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Bidder's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Bidder shall immediately (within one business day) notify the City. Bidder's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Bidder and without penalty to the City.

All insurance coverage:

- 1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
- 2. shall be kept in force throughout performance of services;
- 3. shall be an occurrence based policy;
- 4. shall include completed operations coverage;
- 5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
- 6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. (**See Attachment A for a Sample C.O.I. and Guide to the Acord Form**). The Bidder shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii)

the Bidder shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability and Auto Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Bidder shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Bidder shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Bidder or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Bidder of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Bidder fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Bidder agrees to release and discharge the City of and from all liability to the Bidder, and to anyone claiming by, through or under the Bidder, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this IFB shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

Right to Revise or Reject: The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Z. **OSHA STANDARDS:** All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

AA. **OWNERSHIP OF DOCUMENTS:** All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

BB. **PAYMENT:** Any contract resulting from this procurement transaction shall contain prompt-payment provisions consistent with requirements of the Virginia Public Procurement Act.

CC. **PERMITS AND FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if the successful Offeror is a corporation, professional corporation or limited liability company, must also be authorized to do business in

the Commonwealth of Virginia.

DD. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

EE. QUALIFICATIONS OF BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

FF. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

GG. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract, SEE ATTACHMENT G.**

HH. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

II. TAXES: Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

JJ. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each bidder/offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Code of Virginia, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder/offeror is required to submit a certification that its bid/proposal, or any claim

resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any bidder/offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in the Code of Virginia §18.2-498.5. As part of this bid/proposal a notarized Certificate of No Collusion must be submitted with the bid/proposal.

KK. The requirements of this RFP shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

IX. SPECIAL TERMS AND CONDITIONS:

A. CANCELLATION OF CONTRACT/TERMINATION: The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon sixty (30) days' advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.

X. ATTACHMENTS:

ATTACHMENT A SAMPLE COI AND GUIDE TO THE ACCORD FORM
ATTACHMENT B SIGNATURE SHEET
ATTACHMENT C STATE CORPORATION COMMISSION FORM
ATTACHMENT D OFFEROR DATA SHEET
ATTACHMENT E CERTIFICATION OF NO COLLUSION
ATTACHMENT F PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
ATTACHMENT G SMALL, WOMEN, MINORITY, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS
AND VETERAN-OWNED BUSINESS OBJECTIVES
ATTACHMENT H SAMPLE CONTRACT BETWEEN OWNER AND PROFESSIONAL- ARCHITECTURAL
DESIGN SERVICES

ATTACHMENT A

Title: Sample C.O.I. and Guide to the Acord Form

Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Offerors are not required to submit a C.O.I or Endorsement(s) with their proposal response. Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as “additional insured”.

Sample C.O.I. and Guide to the Acord Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 07/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency/ Broker 123 Main St., Anytown, VA 21234	CONTACT NAME: John Doe, Agent PHONE (A/C, No. Ext): (123)456-7890 FAX (A/C, No.): (123)456-7890
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INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Insurance Company 1	123456
INSURER B:	Insurance Company 2	567890
INSURER C:	Insurance Company 3	112233
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
XYZ Contractor
456 South St., Anytown, VA 21234

CERTIFICATE NUMBER: 123456 REVISION NUMBER:

THIS LINE	TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	\$ 1,000,000	123456	12-1-2014	12-1-2015	EACH OCCURRENCE (DAMAGE TO RENTED PREMISES (if a commercial)) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COM/OP AGG \$ \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	\$ 1,000,000	567890	12-1-2014	12-1-2015	COMBINED SINGLE LIMIT (if a schedule) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	\$ 1,000,000	112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ABC123	12-1-2014	12-1-2015	<input checked="" type="checkbox"/> NO STATE TORY LIMITS <input type="checkbox"/> TOY LIMITS E.L. EACH ACCIDENT \$ \$100,000 E.L. DISEASE - SA EMPLOYEE \$ \$100,000 E.L. DISEASE - POLICY LIMIT \$ \$500,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS/INDUSTRIES/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

CERTIFICATE HOLDER City of Charlottesville 325 4th St. NW Charlottesville, VA 22903	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John Doe, Agent</i>
--	---

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SIGNATURE SHEET

RFP# CCS RECONFIGURATION A&E SERVICES/20-32

Title: CCS Reconfiguration A&E Services

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

DBA _____

Zip Code: _____
Telephone Number: (____) _____
Fax Number: (____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____

I have the authority to bind the corporation.

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information.

The bidder/offeror: _____

is a corporation or other business entity with the following Virginia SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Check the following box if you have not completed any of the foregoing options but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).

Registered Agent Information

Please specify the Registered Agent who will accept services of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes): _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT D

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

Years _____ Months _____

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____
Contact Name: _____
Phone: _____ Email: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____
Contact Name: _____
Phone: _____ Email: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____
Contact Name: _____
Phone: _____ Email: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____
Contact Name: _____
Phone: _____ Email: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT E

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE) and micro businesses (O), women-owned businesses (WBE), minority-owned businesses (MBE), employment services organization (ESO) and veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on offerors to assure that SBE, WBE, MBE and VBE businesses receive benefits from City contracts.

Complete the following information, and return this form with your proposal.

1. If you are a SBE, O, WBE, MBE, ESO or VBE, please check one or more of the following boxes:

_____ SBE _____ O _____ WBE _____ MBE _____ ESO _____ VBE

Certification #: _____ Expiration Date: _____

If certified by other than the Virginia Department of Small Business and Supplier Diversity provide the name and contact information, including phone number and website of certifying agency:

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, O, WBE, MBE, ESO or VBE, put zeros in the spaces below.

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **O** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **ESO** Dollars to be Sub-contracted \$ _____

Total **VBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, O, WBE, MBE, ESO or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT H

(click on, or tab to highlighted boxes and type in required data)

Contract Date of Award: [redacted], 2008

City Project Number: [redacted]



City of Charlottesville, Virginia

CONTRACT BETWEEN OWNER AND PROFESSIONAL FOR ARCHITECTURAL DESIGN SERVICES

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Contents:	Page
General Information	2
Recitals	3
Section 1: Basic Facts & information	3
Section 2: Scope of Services	4
Section 3: Schedule	4
Section 4: Contract Term (Multiple Construction Projects)	4
Section 5: Notices	4
Section 6: Modification of Contract	5
Section 7: Compensation of The Professional	5
Section 8: Project Records	6
Section 9: Owner’s Responsibilities	7
Section 10: Termination	7
Section 11: Insurance & Indemnification	8
Section 12: Applicable Law & Dispute Resolution	9
Section 13: Miscellaneous	10
Signature Page	11
Schedule 1: Professional’s Personnel & Consultants Chart	12
Schedule 2: Professional’s Schedule of Services & Fees	13
Schedule 3: Project Design Schedule & Deliverables	14

This CONTRACT for Design Services (hereinafter, "Contract") is made and entered into as of the [redacted] day of [redacted], 200 [redacted], by the City of Charlottesville, Virginia (the "Owner"), a municipal corporation, and [redacted] [insert legal name], a [redacted] [insert business status], whose principal place of business is located at [insert street address] [redacted] (the "Professional").

PROJECT IDENTIFICATION INFORMATION

Project Title: [redacted]
Project Location: [redacted]
Street Address: [redacted]
Project ID Number: [redacted]
General Project Description: [redacted]

ADDRESSES AND AUTHORIZED REPRESENTATIVES:

City of Charlottesville

Designated Representative: [redacted]
Mailing Address: 305 4th Street N. W., Charlottesville, VA 22903
Delivery Address: Same
Telephone: [redacted]
Facsimile: 434-970-3659
E-mail: [redacted]

Professional:

Designated Representative: [redacted]
Mailing Address: [redacted]
Delivery Address: [redacted]
Telephone: [redacted]
Facsimile: [redacted]
E-mail: [redacted]

Owner's Representative:

Name: [redacted]
Mailing Address: [redacted]
Delivery Address: [redacted]
Telephone: [redacted]
Facsimile: [redacted]
E-mail: [redacted]

RECITALS

WHEREAS, the Owner is engaging the Professional to perform certain services for the Project; and,

WHEREAS, the Owner and Professional each acknowledges that it will act in good faith in carrying out its duties and obligations; and,

WHEREAS, the Professional makes the following representations, and the Owner's engagement of the Professional is based upon such representations, that the Professional: (i) is an individual, or an organization of professionals, experienced in the type of services the Owner is engaging the Professional to perform; (ii) is authorized and licensed to do business within the Commonwealth of Virginia; (iii) is qualified, willing and able to perform professional design services for the Project; and (iv) has the expertise and ability to provide professional design services which will meet the Owner's objectives and requirements, and which will comply with the requirements of the governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and

WHEREAS, the Owner and Professional each acknowledges that is has reviewed and familiarized itself with this Contract and agrees to be bound by the terms and conditions contained herein,

NOW, THEREFORE, in consideration of the mutual premises, covenants and Contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Professional agree as follows:

SECTION ONE. BASIC FACTS AND INFORMATION

The parties mutually acknowledge the following facts and information:

- 1.1. The date of award of this public Contract is [REDACTED] ("Date of Award").
- 1.2. This public contract has been awarded following a competitive negotiations process. Except as otherwise agreed in writing by the Owner, the Professional shall be bound by all terms, conditions and requirements set forth within the City's Request for Proposals ("RFP"), issued [REDACTED], which RFP is incorporated by reference as if set forth herein verbatim.
- 1.3. The Professional has had a full and fair opportunity to familiarize itself with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
- 1.4. The Professional has had a full and fair opportunity to review and familiarize itself with all of the general and special terms and conditions applicable to this Contract, as set forth within the RFP for this procurement transaction, and agrees to be bound thereby.
- 1.5. The Professional shall be responsible for all services performed by its consultants and shall assure that the work of its consultants complies with the requirements of this Contract. Fees for any consultants to be utilized by the Professional in the performance of services under this Contract, which are known to be required at the time this contract is executed, have been included in the Contract Price and shall be noted in Schedule 2.
- 1.6. The Professional agrees that it will maintain all necessary licenses, permits, or other authorizations necessary to act as Professional for the Project until the Professional's duties hereunder have been fully satisfied.

SECTION TWO. SCOPE OF SERVICES

2. This Contract sets forth the Professional's scope of services and is comprised of the following: the RFP issued by the Owner; the Professional's proposal submitted in response to the RFP, this Contract for Design Services, any documents referred to herein, and all attachments, schedules and appendices hereto, including, without limitation, the following:
 - 2.1. Schedule 1: Professional's Personnel and Consultants List
 - 2.2. Schedule 2: Professional's Services and Fees
 - 2.3. Schedule 3: Project Design Schedule
 - 2.4. Schedule 4: General Description and Scope of Professional Services

SECTION THREE. SCHEDULE

- 3.1. The Time for Performance of this Contract is as follows:
 - 3.1.1. The Contract Date of Award is stipulated in Section 1.1 of this Contract
 - 3.1.2. The Professional shall commence performance of its services upon written Notification to Proceed (NTP) from the Owner, and the Professional shall complete performance of all Design Phases within [REDACTED] days thereafter.
 - 3.1.3. Within [REDACTED] days following receipt of NTP, the Professional shall provide the Owner with a proposed schedule for performance by the Professional of all Design Phases ("Schedule 3: Project Design Schedule") within the required project design timeframe. Review and acceptance of the Project Design Schedule by the Owner shall not relieve the Professional of any of its responsibilities under this Contract. The Project Design Schedule shall include the completion dates for all phases of the design process (see Schedule 4), any guidelines and milestone dates required by the Owner, and sufficient time for review of documents and submittals by the Owner.
 - 3.1.4. The Project Design Schedule shall include and coordinate all dates for performance of services and tasks so that the Project design and construction can be completed in a timely and orderly fashion consistent with the Owner's requirements.
 - 3.1.5. The Professional shall determine and promptly notify the Owner in writing when it believes adjustments to the Project Design Schedule are necessary, but no such adjustments shall be made or become effective unless approved in writing by the Owner.
- 3.2. Where the Professional is to perform Construction Administration Services those Services shall be rendered by the Professional within the time set forth within the Construction Documents for the Project.

SECTION FOUR. CONTRACT TERM (MULTIPLE CONSTRUCTION PROJECTS)

In the event this Contract is for design services relating to multiple construction projects described within the RFP, this Contract shall be and remain in effect for a term no longer than one (1) year from the date of award, or until such time as fees reach the limits specified within Section 7, below. The Contract shall be renewable by the Owner for two additional one-year terms (subject to the same limits on compensation of the Professional) at the sole option of the Owner. Unused fee limits from the initial contract term may not be carried forward to any additional term.

SECTION FIVE. NOTICES

All notices shall be: (i) hand-delivered; (ii) delivered by facsimile; (iii) sent by first-class U.S. Mail; postage pre-paid; or sent via electronic mail. All notices shall be given to the addresses set forth above within this Contract for the parties' representatives. Notices hand-delivered, delivered by facsimile, or sent via electronic mail shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting. It is incumbent upon the Professional to verify

receipt by the Owner of said notices.

SECTION SIX. MODIFICATION OF CONTRACT

- 6.1. This Contract may be modified by the parties during performance, pursuant to a written change order signed by both parties. However, the Contract price, or rates in the case of Time Basis compensation, may not be increased by more than ten percent (10%) without the prior written approval of the City Manager, or his designee.
- 6.2. If any of the following circumstances affect performance of the Professional's Services for the Project, the Professional shall be entitled to a reasonable adjustment in the Project Design Schedule and/or Contract Price:
 - 6.2.1. A change in the instructions or approvals given by the Owner that necessitates revisions to Project drawings, specifications, or other documents including those in electronic form, prepared by the Professional;
 - 6.2.2. Enactment or revision of codes, laws or regulations, or official interpretations thereof, which necessitate changes to previously prepared Project drawings, specifications or other documents, including those in electronic form, prepared by the Professional;
 - 6.2.3. A significant change in the Project that affects the size, quality, or complexity of the Project, or that affects the Project Design Schedule, Budget or Owner's procurement process.

SECTION SEVEN. COMPENSATION OF THE PROFESSIONAL

7.1. Basis of Compensation

The Owner and Professional, with respect to each category of services to be provided by the Professional, have designated the basis and amount of compensation (see Schedule 2). For each category of services to be provided by the Professional, the Professional will be compensated in one of the three following methods:

- 7.1.1. Fixed Sum Basis: When payment for the Professional's services is to be made by the Owner on a Fixed Sum Basis, the Professional shall render all required services and work products in return for a fixed sum ("Contract Price") agreed to in advance by the parties
 - 7.1.2. Fixed Percentage Basis: When payment for the Professional's services is to be made by the Owner on a Fixed Percentage Basis, the Professional shall render all required services and work products in return for a fixed percentage of the Project Construction Cost as defined by the Owner's budgeted Project Construction Cost and as superseded by the Professional's estimated Final Project Construction Cost as defined in Schedule 4, Phase 4 of this Contract.
 - 7.1.3. Time Basis: When payment for the Professional's services is to be made by the Owner on a Time Basis, the Professional shall be paid for time expended in performance of individual tasks, in hourly increments, at specific hourly-rates set forth in Schedule 2. When a Time Basis is specified for a category of services, the parties may specify a not-to-exceed amount.
- 7.2. In addition to the payments provided for hereinabove, the Professional shall be entitled to receive payment for reimbursable expenses directly incurred in connection with the Project as follows:
 - 7.2.1. Business expenses (reasonable travel-related costs; outsourcing of: copying, CAD, printing, etc.) incurred by the Professional shall be reimbursed at the rate of one point one (1.1) times the direct cost incurred by the Professional; reimbursable air travel expenses shall be pre-approved by the Owner;
 - 7.2.2. Necessary consulting expenses (the use of other professionals), not included in Schedule 2, incurred by the Professional at the request or with the advance approval of the Owner subsequent to the date of this Agreement, shall be reimbursed at the rate of one point one (1.1) times the direct cost incurred by the Professional;

- 7.2.3. The Professional shall make every attempt, when incurring expenses related to the Project, to do so in a manner so as to ensure responsible, fair, and prevailing rates; and, the Professional shall provide written documentation of all such expenses and that documentation will be subject to review and authorization of payment by the Owner.
- 7.3. The Owner and the Professional shall agree, in writing, prior to the Professional's performance of any extra or additional services. If extra or additional services have been rendered on a Time Basis, those services shall be compensated at the hourly rates set forth within Schedule 2. If such services have been rendered on a Fixed-Sum Basis or Fixed Percentage Basis they shall be compensated in an amount mutually agreed to in writing by the Owner and the Professional prior to the performance of such services by the Professional. Any addition of services that results in an increase in the Contract Price shall be subject to the requirements of paragraph 6.1.
- 7.4. In the event this Contract is for design services relating to multiple construction projects, the following shall apply:
- 7.4.1. Projects performed under this Contract, on a Time Basis, shall be billed in accordance with rates stipulated in Schedule 2 of this Contract;
- 7.4.2. The cost for projects performed under this Contract, on a Fixed Sum or Fixed Percentage Basis, shall be negotiated on a project-by-project basis; and,
- 7.4.3. The sum of all projects performed in one contract term shall not exceed \$500,000, and the project fee of any single project shall not exceed \$100,000.
- 7.5. The Professional shall submit to the Owner, on a monthly basis, an invoice or some other billing statement in a form acceptable to the Owner. Such invoice shall seek payment only for services actually performed, and for reimbursable expenses actually incurred, as of the date of submission of the invoice and the invoice shall bear the signature of the Professional. Documentation of reimbursable expenses claimed shall be attached to the invoice. Invoices or other requests for payment must be supported by documentation acceptable to the Owner, in its sole discretion, confirming that the services referenced within the invoice or request for payment have been performed in accordance with this Contract.
- 7.5.1. The Owner shall pay for the completed services detailed on a properly submitted invoice, unless the Owner promptly notifies the Professional of a defect or impropriety in the services rendered, or the documentation of reimbursable expenses, which would prevent payment of the invoice. The Owner shall make payment to the Professional of all sums properly invoiced under the provisions of this section, within thirty (30) days of the Owner's receipt of such invoice.
- 7.5.2. Interest shall begin to accrue at the rate of one percent per month on any amounts due to the Professional that have not been paid within forty-five (45) days after the Owner receives an invoice. No interest shall accrue when payment is delayed because of a dispute between the Owner and Professional, or a dispute as to the accuracy or completeness of any request for payment. This exception to the accrual of interest shall apply only to that portion of a delayed payment that is actually the subject of the dispute, and shall apply only for the duration of such dispute.

SECTION EIGHT. PROJECT RECORDS

All records relating in any manner whatsoever to the Project, or any designated portion thereof, while they remain in the possession of the Professional or the Professional's ' consultants, shall be made available to the Owner for inspection and copying upon written request of the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Professional and its personnel in performing the obligations of this Contract and the

records of expenses incurred by the Professional in its performance under said Contract. The Professional shall maintain and protect these records for no less than three (3) years after final completion of the Project, or for any longer period of time as may be required by applicable law or good professional design practice.

SECTION NINE. OWNER'S RESPONSIBILITIES

The Owner shall have and perform the following duties, obligations and responsibilities to the Professional:

- 9.1. The Owner shall provide the Professional with its purposes, concepts, desires, requirements, budgeted Project Construction Cost, and Schedule for Project Construction in order to establish the Owner's Criteria for the Project;
- 9.2. The Owner will advise the Professional of any available documents pertaining to the Project or the Project site which are knowingly in the Owner's possession;
- 9.3. The Owner shall provide the Professional with all documents necessary, as described in Schedule 4, Section 4.2, for the Professional to prepare the Construction Documents;
- 9.4. Within a reasonable time, the Owner shall review any Documents provided by or through the Professional requiring the Owner's decision, and shall make any required decisions. The Owner's review of any documents prepared by the Professional or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability, or coordination of its work product;
- 9.5. The Owner shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;
- 9.6. As may be mandated by law or called for by the Construction Contract, the Owner shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Professional herein), filings, studies or reports;
- 9.7. In the event the Owner learns of any failure to comply with the Contract by the Professional, or of any errors, omissions or inconsistencies in the work product of the Professional, and in the further event that the Professional does not have notice of same, the Owner shall inform the Professional;
- 9.8. The Owner shall afford the Professional access to the Project site and to the work as may be reasonably necessary for the Professional to properly perform its services under this Contract; and,
- 9.9. When communication between the Owner and the Professional's consultants is necessary, the Owner will endeavor to communicate through the Professional with the Professional's consultants.

SECTION TEN. TERMINATION

- 10.1. The Owner may at any time give written notice to the Professional terminating this Contract or suspending the project, in whole or in part, for the Owner's convenience and best interests. The notice shall specify the effective date of the termination and shall be given at least thirty (30) calendar days prior to such effective date
- 10.2. If the Professional defaults by failing to substantially perform its obligations in accordance with the terms and conditions of this Contract, then the Owner may give written notice to the Professional: (i) terminating this Contract effective ten (10) calendar days from the date of the notice, or (ii) setting forth the nature of the default and requesting the Professional to initiate cure within ten (10) calendar days from the date of notice. Once given the option to cure a default, if at any time thereafter the Professional fails to initiate and continue such cure until complete, the Owner may give notice to the Professional of immediate termination. If the Contract is terminated for the Professional's default, the Owner may, at its option, arrange for

completion of the Professional's services (by contract or otherwise), and the Professional shall be liable to the Owner for any additional cost incurred by the Owner to obtain such completion. If the Owner terminates this Contract pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Professional was not in default, then in such event the termination shall be deemed a termination for convenience as set forth in paragraph 10.1, above.

- 10.3. If the Owner defaults by failing to substantially perform in accordance with the terms and conditions of this Contract, then the Professional shall give written notice to the Owner setting forth the nature of the default and requesting cure within ten (10) calendar days from the date of notice. If the Owner fails to cure within ten (10) calendar days from the date of notice, the Professional may give notice to the Owner of immediate termination.
- 10.4. In the event of a termination or suspension of this Contract, the Professional's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date, as well as reasonable costs associated with the termination or suspension. No compensation shall be made to the Professional for anticipated profit on unperformed services. If the Contract is terminated due to the Professional's default, then the Professional's compensation shall be reduced by all costs and damages incurred by the Owner as a result of the Professional's default.

Upon any termination or upon expiration of this Contract the Professional shall immediately deliver to the Owner all data, drawings, specification, reports, estimates, summaries and other information and materials prepared and accumulated in performing this Contract, whether completed or in progress.

SECTION ELEVEN. INSURANCE AND INDEMNIFICATION

- 11.1. The Professional (as well all individuals or legal entities which are part of its team but who are not principals of the Professional or otherwise covered by Professional's professional liability insurance), shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business within the Commonwealth of Virginia, professional liability insurance protecting from claims which may arise out of or result from the performance or non-performance of Services under this Contract by the Professional, by anyone directly or indirectly employed by the Professional, or by anyone for whose acts the Professional may be liable. This professional liability coverage, including contractual liability, shall be provided with limits of not less than two million dollars (\$2,000,000.00) per claim, and five million dollars (\$5,000,000) aggregate, and shall be an occurrence-based policy. The required professional liability policy or policies shall be kept in force throughout performance of Services pursuant to this Contract. Any required professional liability policy shall be evidenced by a certificate of insurance acceptable to the City, which shall be provided by the Professional upon award of this Contract and thereafter, promptly upon a request made by the City of Charlottesville.
- 11.2. To the fullest extent permitted by law the Architect shall protect, hold harmless and indemnify the City from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the City allegedly or actually arising out of or resulting from any breach of this Contract, or any negligent act or omission of the Architect, the Architect's consultants, subcontractors or suppliers, or any agent, employee or servant of the Architect or its consultants, subcontractors or suppliers for whom the Architect may be held liable, in performance of the Services under this Agreement. For the purpose of this section, the term "City" shall be deemed to include the City of Charlottesville, Virginia, a municipal corporation, as well as all the officers, officials, employees and agents thereof.

To the fullest extent permitted by law, the Architect shall protect, hold harmless, and indemnify the City from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City in

writing. If the Architect has reason to believe the use of a required design, process or product is an infringement of a patent or copyright, the Architect shall be responsible for such loss unless the Architect promptly gives such information to the City.

SECTION TWELVE. APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1. Notwithstanding any conflicts of laws provisions, this Contract shall be deemed entered into within Charlottesville, Virginia and it shall be interpreted and governed, in all aspects, under the laws of the Commonwealth of Virginia.
- 12.2. Except as may be expressly prohibited by law: (i) all legal actions hereunder shall be conducted only in the state or federal court districts where the project is located (Charlottesville, Virginia), and within such courts as have jurisdiction over the matter in controversy. This choice of jurisdiction and venue shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein. The parties waive any right to assert the doctrine of forum *non conveniens* or to object to venue.
- 12.3. The parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.
- 12.4. In case of any dispute, claim, question, or dispute arising from or relating to performance of this Contract, or a breach of this Contract, the parties shall initially attempt resolution through mutual discussion.
- 12.5. If the parties to this Contract cannot resolve any dispute, claim, question, or dispute through mutual discussion, then, as a condition precedent to litigation, and at the sole discretion of the Owner, the parties may in good faith participate in private, non-binding facilitative mediation. All parties to mediation shall, in a manner consistent with the discovery provisions of the Rules of the Supreme Court of Virginia, promptly provide all other parties to the mediation with copies of documentation relevant to the support or defense of the matter being mediated. The parties shall not be required to mediate for a period longer than ninety (90) calendar days, unless otherwise agreed in writing. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for their own expenses (e.g., attorneys' fees) otherwise incurred. In the event that a statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute, upon the condition that such party immediately seeks a stay of such litigation pending the conclusion of the mediation period. During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competency (in the jurisdiction and venue specified in paragraph 12.2 of this section, above) until the mediation period expires or the dispute is otherwise resolved.
- 12.6. Neither party to this Contract shall enter into any contract, with regard to the services or the Project(s) for which the services are procured which directly or indirectly gives to any other person or legal entity the right to resolve any dispute with, involving, or affecting the other in conflict with the dispute resolution procedures required by this section.
- 12.7. In case of a dispute relating to or arising out of this Contract, no party to this Contract shall be required to participate in or be bound by any arbitration proceedings.

SECTION THIRTEEN. MISCELLANEOUS

- 13.1. During performance of this Contract the Professional agrees as follows: (i) to provide a drug-free workplace for its employees; (ii) to 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 Professional's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Professional that the Professional maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means any site where the performance of work done in connection with this Contract will be undertaken.

- 13.2. The Professional shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, sexual orientation, disability, service-related military disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Professional shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Professional, in all solicitations or advertisements for employees placed by or on behalf of the Professional, shall state that such Professional is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section. The Professional shall include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- 13.3. The Professional shall comply with the requirements of all federal and state laws, regulations or requirements (including, without limitation condition(s) of any federal or state grant) applicable to the performance of this Contract, or which apply by virtue of any federal or state grant funds providing the source of any compensation received by the Professional under this Contract. The Professional shall not perform any act, fail or omit to perform any act, or refuse to comply with any request of the Owner, which act, omission, or refusal would cause or result in a situation where the Owner would be in violation of an applicable state or federal law, regulation, or grant condition. In the event of a conflict between the provisions of an applicable federal or state law or regulation and any other term or condition of this Contract, the applicable federal or state law or regulation shall be deemed to control the Contract and obligations of the parties hereunder.
- 13.4. The Professional shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Architect or its consultants.
- 13.5. The Professional and Owner, respectively, each bind themselves, their partners, successors, assigns and legal representatives to the other party, and to the partners, successors, assigns and legal representatives of the other party, with respect to the terms and conditions of this Contract. Neither the Owner nor the Professional shall assign any of its obligations under this Contract without the advance written consent of the other party.
- 13.6. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. However, should the Professional retain consultants in connection with the Professional's performance of the Contract, the obligations of the consultant(s) shall inure to the benefit of the Owner. The Professional's agreement with its consultant(s) shall require that, in the event of default under, or termination of, this Contract, and upon request of the Owner, the Professional's consultant(s) shall perform for the Owner.
- 13.7. The Professional shall perform its duties of this Contract with an awareness of the Owner's Environmental Sustainability Policy and sustainability goals. The Professional should familiarize itself with the U.S. Green Building Systems Council's Leadership in Energy and Environmental Design (LEED) program goals and advise the Owner if, and when, materials, processes, or methods compatible with that program may be reasonably employed in the Project design.
- 13.8. This Contract constitutes the entire and exclusive Contract between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or Contracts, verbal or written.

IN WITNESS WHEREOF, the parties hereby set their hands and seals to this Contract, as of the date first above recited:

OWNER: CITY OF CHARLOTTESVILLE

PROFESSIONAL:

By: City Manager or Designee

By:

_____ (SEAL)

_____ (SEAL)

Title: _____

Title: _____

Date: _____

Date: _____

I CERTIFY THAT CITY FUNDS ARE AVAILABLE:

Director of Finance or Designee

Date

APPROVED AS TO FORM:

City Attorney or Designee

Date

SCHEDULE 1: PROFESSIONAL’S PERSONNEL AND CONSULTANTS CHART

In performing the Services, the Professional shall utilize its own staff and such other persons or firms as are identified below within this Schedule. The Professional may not substitute any other staff, individual(s) or firms without the advance written consent of the Owner. Under no circumstances shall the Owner be required to consent to or accept any substitution(s) if to do so would require an increase in any amount(s) required to be paid to the Professional for this Project, or a decrease in the Services described under this Agreement.

In the space below, list all staff the Professional will utilize in fulfillment of this Contract:



In the space below, list all consultants the Professional will utilize in fulfillment of this Contract:



SCHEDULE 2: PROFESSIONAL'S SCHEDULE OF SERVICES AND FEES

1 - Fixed Sum Basis or Fixed Percentage Basis

Professional's Cost of Services as a Fixed Sum: _____ \$ _____, or

Professional's Cost of Services as a percentage of the Project Construction Cost: _____ %
Owner's budgeted Project Construction Cost: _____ \$ _____

<u>Schedule of Values</u>	<u>% of Cost of Services</u>
Phase 1 - Consultation, Investigation, and Report	_____ %
Phase 2 - Preliminary Design	_____ %
Phase 3 - Design Development	_____ %
Phase 4 - Design For Construction	_____ %
Phase 5 - Final Project Construction Cost Estimate	_____ %
Phase 6 - Construction Administration	_____ %
Additional Costs (describe):	100%

2 - Time Basis

Provide below or attach a list of all billable services that the Architect will supply in its fulfillment of this Contract and the rates at which those services will be billed for the duration of the Contract.

Additional Costs (describe):

3 - Multiple Project Contract

The Architect's Cost of Services for a Multiple Project Contract will be negotiated on a project-by-project basis as described in Section 7.5 of this Contract. The Cost of Services for projects, as part of a Multiple Project Contract that are to be performed on a Time Basis, will be billed according to the fees as listed above in 2 – *Time Basis*.

SCHEDULE 3: PROJECT DESIGN SCHEDULE AND DELIVERABLES

Action	Date
Phase 1 - Consultation, Investigation, and Report	
Beginning of Phase _____	[Redacted]
Completion of Phase _____	[Redacted]
Phase 2 - Preliminary Design	
Completion of Phase _____	[Redacted]
Phase 3 - Design Development	
Completion of Phase _____	[Redacted]
Phase 4 – Design For Construction and Final Project Construction Cost Estimate	
Completion of Phase 4 and Project ready for construction bidding _____	[Redacted]
Phase 5 - Construction Administration _____ <u>to be determined by the Contract for Construction</u>	

Additional Project Design Schedule Considerations and/or Milestones:

[Redacted]

SCHEDULE 4: GENERAL DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES

DESCRIPTION OF THE PROJECT (S) and Work for which the Professional has been engaged:

(Written brief by Owner describing the proposed Project and Owner's objectives)

SCOPE OF PROFESSIONAL'S SERVICES:

Services

The Professional Covenants and agrees to provide all necessary architectural and engineering services required to professionally accomplish the Project as detailed below.

Phase 1 - Consultation, Investigation, and Report

Within five (5) days from receipt of Notice To Proceed (NTP), or as stipulated in the Project Design Schedule (Schedule 3), and prior to the preparation of the Preliminary Design, the Professional shall consult in detail with the Owner concerning the Owner's purposes, concepts, desires, requirements, budgeted Project Construction Cost, and schedule for Project construction in order to establish the "Owner's Criteria". Additionally the Professional shall:

- 1.1. Visit and thoroughly inspect the Project Site and any structure(s) or other features to be modified;
- 1.2. Familiarize itself with the survey, the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project;
- 1.3. Review and analyze all known tests, investigations, and recommendations including, but not limited to, geotechnical, hazardous substance, structural, chemical, electrical, mechanical, and construction materials;
- 1.4. Familiarize itself with, review, and analyze all code and regulatory statutes that will apply to the Project; and,
- 1.5. Gather any other information necessary for a thorough understanding of the Project.

Following such investigation, the Professional shall prepare and submit to the Owner, in accordance with the Project Design Schedule (Schedule 3), the Professional's Report detailing the Professional's understanding of the Owner's Criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from the Professional's investigations and analyses. The Professional's Report shall also include proposed solutions, if appropriate, addressing each such identified problem.

Phase 2 - Preliminary Design

Upon reviewing with the Owner the Professional's Report, incorporating any changes or alterations authorized or directed by the Owner with respect to the Professional's Report (or with respect to the Owner's Criteria), and after being directed in writing by the Owner to proceed with the Preliminary Design, the Professional shall, in accordance with the Project Design Schedule (Schedule 3), submit to the Owner the Preliminary Design including:

- 2.1. Documents that establish the conceptual design of the Project by illustrating the scale, basic dimensions, and relationship of the Project components and shall include, at a minimum, preliminary building plans, sections, and elevations which clearly convey the design of the Project;
- 2.2. Documents providing additional design clarification of the Project including, but not limited to, models, perspective sketches, renderings, electronic models or animations, or combinations thereof which may be considered an addition to the Architect's scope of services for the Contract; such additional work may be requested by the Owner with costs negotiated and settled for each item of work prior to commencement of the work;
- 2.3. Preliminary selections of major building systems, finishes, and construction materials noted on the above documents or described in writing; and,

- 2.4. Any other documents necessary to verify conformity of the design with the Owner's Criteria for the Project.

Phase 3 - Design Development

Upon reviewing with the Owner the Preliminary Design, incorporating any changes or alterations authorized or directed by the Owner with respect to the Preliminary Design (or with respect to the Owner's Criteria), and after being directed in writing by the Owner to proceed with the Design Development, the Professional shall, in accordance with the Project Design Schedule (Schedule 3), submit to the Owner the Design Development including:

- 3.1. Documents illustrating and describing the refinement of the Project design and establishing the scope, relationships, forms, size, and appearance of the Project via plans, sections, elevations, typical construction details, and layout of equipment;
- 3.2. Documents providing additional design clarification of the Project including, but not limited to, models, perspective sketches, renderings, electronic models or animations, or combinations thereof which may be considered an addition to the Professional's scope of services for the Contract; such additional work may be requested by the Owner with costs negotiated and settled for each item of work prior to commencement of the work;
- 3.3. Generally descriptive specifications which include, if and as necessary or useful to the Owner: architectural, electrical, mechanical, structural, and, if relevant, other systems to be incorporated into the Project;
- 3.4. Assessment of the Project site, to the extent necessary in the Professional's opinion, by the Professional including the services of geo-technical engineers or other consultants with appropriate professional recommendations. Unless otherwise provided for in Schedule 2, these assessments may be approved by Owner as an addition to the Professional's scope of services ("Additional Services") for this Contract, costs for such assessments shall be negotiated and settled prior to commencement of the work (also see Section 6.1); and,
- 3.5. A preliminary estimate of Project Construction Cost and an anticipated duration of project construction based upon generally accepted conceptual estimating techniques; the Professional shall use these estimates to verify compliance of the Project Design with the Owner's budgeted Project Construction Cost and budgeted schedule for project construction and advise the Owner of any non-compliance.

Phase 4 – Design for Construction

Upon reviewing with the Owner the Design Development documents, incorporating any changes or alterations authorized or directed by the Owner with respect to the Design Development (or with respect to the Owner's Criteria), and after being directed in writing by the Owner to proceed with the Design For Construction, the Professional shall, in accordance with the Project Design Schedule (Schedule 3), submit to the Owner the Design For Construction ("Construction Documents") consisting of:

- 4.1. Detailed Drawings which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for bidding and construction;
- 4.2. The Project Manual that includes the Conditions of the Contract for Construction (provided by the Owner), bidding requirements (provided by the Owner), sample forms (provided by the Owner), and written specifications which describe with detail all systems, elements, components, materials, equipment, and other information necessary for bidding and construction;
- 4.3. Three (3) hardcopy sets of the Drawings and Project Manual in suitable form for reproduction, plus any additional sets required by any governmental agency to secure necessary permits and approvals;
- 4.4. Active electronic files of all Detailed Drawings (AutoCAD format) and of the Project Manual (Word format);
- 4.5. The seal of the Professional which shall appear on all documents and the appropriate seal(s) of all other professionals (engineers, consultants, etc.) whose respective work is a part of the Construction Documents;

Additionally, the Design for Construction shall:

- 4.6. Portray work that meets the Owner's Criteria;

- 4.7. Be accurate, coordinated, and in all respects adequate for;
- 4.8. Specify the use of products, equipment, and materials that are readily available, unless written authorization, to the contrary, is given by the Owner;
- 4.9. Take into account existing site features and structures, and safely, efficiently, and attractively integrate the Project into existing site features and structures; and,
- 4.10. Comply with all applicable laws, statutes, building codes, rules, and regulations of any authority having jurisdiction over the Project in effect on the date the documents are delivered to the Owner.

Phase 5 – Final Project Construction Cost Estimate

With the submission of the Design for Construction, the Professional shall submit to the Owner, in writing, its estimate of the Final Project Construction Cost. Once submitted, the estimate of the Final Project Construction Cost shall not be increased or decreased by the Professional unless the Design for Construction is changed upon authorization by the Owner. In such event, the Final Project Construction Cost estimate shall be adjusted by the Professional to reflect the authorized change(s).

If bidding or negotiation for construction has not commenced within ninety (90) days after the Architect submits the Design for Construction to the Owner, the Final Project Construction Cost Estimate may be revised, if necessary, to reflect changes in the general level of prices in the construction industry between the date of submission of the Design for Construction and the date on which bidding or negotiation for construction actually commences. In such an event, revisions to the Final Construction Cost Estimate may be considered an addition to the Professional's scope of services for this Contract; costs for such revisions shall be negotiated and settled prior to commencement of the work.

If the budget for the Project Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall take one of the following actions: (i) give written approval of an increase in the budget for the cost of the Project; (ii) authorize re-bidding or renegotiation of the Project within a reasonable time, (iii) terminate this Contract; or (iv) cooperate in revising the Project scope and quality as may be necessary to reduce the Project Construction Cost. If the Owner chooses to revise the scope of the Project (option iv) then the Professional, without additional compensation, shall modify the documents for which the Professional is responsible under this Contract as necessary to comply with the Owner's budget for the Project Construction Cost. The modification of such documents shall be the limit of the Professional's responsibility.

Phase 6 - Construction Administration

During Construction of the Project, and at all times relevant thereto, the Professional shall have and perform the following duties, obligations, and responsibilities:

- 6.1. In addition to its duties, obligations and responsibilities set forth in this Contract, the Professional shall have and perform those duties, obligations and responsibilities of the Professional set forth in the City of Charlottesville's Fixed Price Construction Contract between Owner and Contractor ("the Construction Contract").
- 6.2. The Professional hereby acknowledges that it has received, reviewed and studied a true and correct unexecuted copy of the Owner's form Construction Contract and same is herein incorporated by reference;
- 6.3. Upon receipt, the Professional shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data, which the Owner or the Professional may require from the Contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values, which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Professional to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Professional shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Professional shall not sign

- such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner;
- 6.4. The Professional shall have access to the Project site as stated in Section 9.8 of this Contract and shall visit the Project site with sufficient frequency to establish, with the highest possible degree of certainty, that the work is being performed in compliance with the Construction Documents and Construction Schedule. Notwithstanding the above, the Professional shall not have responsibility for any operations or procedures of the work that are solely the rights and responsibilities of the Contractor. Nor shall the Professional be responsible for exhaustive inspections of concealed work. Within 16 business hours (business hours shall be Monday-Friday; 8:00am-5:00pm, prevailing time) following each visit the Professional shall submit a written report of said visit, together with any appropriate comments or recommendations, to the Owner. The Professional shall reject, in writing with immediate written notice provided to both Owner and Contractor, any work of the Contractor that is not in compliance with the Construction Documents, construction schedule, or applicable building codes unless directed by the Owner, in writing, not to do so;
 - 6.5. The Professional shall attend and lead the Owner's regularly scheduled Progress Meetings during the course of construction. Progress Meetings shall be held no less often than once per month. Within 16 business hours after said meetings the Professional shall prepare and distribute Progress Meeting Minutes to all who were in attendance and any other necessary parties;
 - 6.6. The Professional shall require inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Contract whenever appropriate;
 - 6.7. The Professional shall promptly, within 16 business hours, provide appropriate interpretations and information in response to Requests for Information as necessary for the proper execution of the work;
 - 6.8. The Professional shall receive and promptly, within 7 days, examine, study, and approve, or otherwise respond to, the Contractor's shop drawings and other submittals. Approval by the Professional of the Contractor's submittal(s) shall constitute the Professional's representation to the Owner that such submittal(s) is in conformance with the Construction Documents, the Contract for Construction, and Owner's budgeted Project Construction Cost;
 - 6.9. The Professional shall receive and promptly examine and advise the Owner concerning any requests for Change Order (CO) from the Contractor. Upon request by the Owner, the Professional shall draft Change Orders, whether initiated by the Owner, or by the Contractor and approved by the Owner, in accordance with the Construction Contract. Any Change Order shall clearly define what effect, if any, the proposed change(s) will have on the Owner's Project Construction Cost and schedule of construction;
 - 6.10. The Professional shall certify progress payments submitted by the Contractor under the terms of the Construction Contract predicated upon the Professional's review of the work as required in this Contract and evaluations of the Contractor's rate of progress in light of the remaining Contract for Construction time. Only then shall the Professional certify to the Owner that the Contractor is entitled to payment. By issuing a certification for payment to the Owner, the Professional reliably informs the Owner that: the work described in the Contractor's invoice has progressed to the level indicated and has been performed in accordance with the Construction Documents, all necessary and appropriate lien waivers have been submitted, and the amount requested is currently due and owing to the Contractor.
 - 6.11. The Professional shall certify final payment owed to the Contractor under the terms of the Construction Contract predicated upon the Professional's site visits and review of the work as required in this Contract. The Professional's certification that the Contractor is entitled to final payment constitutes the Professional's representation to the Owner that, to the Professional's highest degree of certainty, the work is in compliance with the Contract Documents. Additionally, the Professional certifies that the Contractor has submitted proper final completion close-out documents and that any liens or claims have been resolved, or in the alternative, all appropriate waivers and indemnifications have been secured; and, that the Contractor is entitled to final payment;
 - 6.12. Based upon inspections of the Project, the Professional shall certify in writing to the Owner that, and the date upon which, the Contractor has achieved Substantial Completion of the Project and the date upon which the Contractor has achieved Final Completion of the Project;
 - 6.13. The Professional shall promptly prepare and submit to the Owner and Contractor both a preliminary and final "Punch List." These Punch Lists represent a detailed listing of all items that the Professional

- deems to be in non-compliance with the Construction Documents.
- 6.14. The Professional shall transmit to the Owner all manuals, operating instructions, as-built documents, warranties, guarantees and other documents and things required by the Construction Contract and/or submitted by the Contractor;
 - 6.15. The Professional shall review any as-built drawings furnished by the Contractor and shall certify to the Owner that same are adequate, complete, and conform to all requirements of the Construction Contract;
 - 6.16. The Professional shall update the electronic files of Construction Documents to reflect the "as-built" conditions of the Project and provide a copy of the updated electronic files to the Owner. As-built drawing files shall be provided in CAD vector format suitable to the Owner, and, pdf format. As-built specifications shall be provided in Microsoft Word format, and, pdf format. The Professional's seal and signature are not required on these documents; and,
 - 6.17. The Professional shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the Owner. And, the Professional shall make available to the Owner any personnel or consultants employed or retained by the Professional on the Project for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project, as an additional service.