

**MECKLENBURG COUNTY PUBLIC SCHOOLS
POST OFFICE BOX 190 - 175 Mayfield Drive
Boydton, VA 23917
RFP # 2018-001**

TO: Architectural/Engineering Firms

RE: MECKLENBURG COUNTY PUBLIC SCHOOLS
Architectural/Engineering Services
RFP # 2018-001

DATE: January 16, 2018

The Mecklenburg County School Board (“School Board”) invites you to offer proposal(s) for architectural/engineering services on an "as needed" basis to be effective upon School Board approval.

Please submit an original and three copies of your proposal(s), in a **sealed envelope marked** “SEALED PROPOSAL — RFP #2018-001 to:

**MECKLENBURG COUNTY PUBLIC SCHOOLS
Attn: Paul Nichols
175 MAYFIELD DRIVE
POST OFFICE BOX 190
BOYDTON, VA. 23917**

Sealed proposal(s) for this solicitation will be due at the Mecklenburg County School Board Office no later than 2:00 P.M., February 28, 2018.

SECTION I – OVERVIEW

1.1 PURPOSE

Your firm is invited to submit a proposal to provide architectural and engineering services for the Mecklenburg County School Board.

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for the procurement of professional services for general architectural and engineering planning, design, and construction and administration of services for the Mecklenburg County School Division. The term of this contract will be for one (1) year with an option to renew for an additional four (4) one (1) year terms. Services utilized will be on an “as needed” basis as projects are funded and approved and there is no guarantee as to the quantity of services that may be needed. The scope of possible services to be provided are described under Appendix II.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The Mecklenburg County School Board reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Mecklenburg County School Board.

The Mecklenburg County School Board will accept sealed proposals prior to 2:00 p.m. local time prevailing, February 28, 2018 for architectural/engineering contract(s) to provide services as described above for the school board.

1.2 PROPOSED CALENDAR

RFP Issued: January 17, 2018

Proposals Due : February 28, 2018, by 2 P.M. EDT

Notification of Award is anticipated, but not guaranteed: March 19, 2018

LATE SUBMISSIONS WILL BE RETURNED UNOPENED

1.3 REQUIRED SPECIFICATION TO THE REQUEST FOR PROPOSAL

This document and all appendices are considered part of the required specifications to RFP #2018-001

The Mecklenburg County School Board reserves the right to modify any part of the document at its discretion.

1.4 ADDENDA

Any “Addenda or Instructions to Offerors” issued by the School Board prior to the closing date shall be addressed in any proposal submitted by an Offeror, and will be

included in any contract later awarded. All Offerors questions are due on February 16, 2018 by 2:00 p.m. Any Addenda will be posted on the Mecklenburg County Public Schools website, www.mcpsweb.org , on February 21, 2018, by 4p.m.

1.5 ADHERENCE TO LAW

All phases of this solicitation shall be in accordance with applicable state and federal laws, even where not expressly stated herein, including conditions imposed by funding sources. The offeror agrees to satisfy any such requirements.

SECTION 2 – PROPOSAL SUBMISSION

2.1 SOLICITATION-SPECIFIC PROPOSAL COMPONENTS

Each proposal submitted pursuant to this RFP shall include at a minimum the components described below and as further established in this RFP. These instructions describe the format for submitting a proposal under this RFP. To provide the evaluation committee with a clear and complete proposal, the proposal shall follow this outline. This information will be considered the minimum amount necessary for a complete proposal. Additionally, proposals that repeat the language for this RFP without further development will be considered nonresponsive.

Possible Scope of Service:

The type(s) of services that the professional may be required to provide include, but not be limited to: Programming, Planning, existing facility Evaluations and Assessments, Feasibility Studies, Site Selection Studies, Master Planning, Concept Planning, Schematic Planning, Construction Cost Estimating, Interior Design, Preliminary and Final Architectural and Engineering Drawings and Specifications, Bidding Services, and Construction Administration Services.

The School Board anticipates that the initial Work Order will be to provide Architectural and Engineering Design Services for a new construction consolidated middle/high school complex to be further described in the work order. The school will consist either of one or two buildings and will accommodate between 900-1200 students in grades 6-8 and 1200-1500 students in grades 9-12. These services will go from Community input through Design and Construction Administration for any work that is approved and funded. Other anticipated projects over the possible five year contract period may include partial renovations to three other school buildings.

Firm Qualifications:

All work performed under the resultant contract shall be done under the supervision of a Professional Architect/Engineer, as appropriate, registered to practice in the Commonwealth of Virginia.

Response Capability:

Provide an overview of current workload identifying specific projects, priority to be assigned to School Board projects, and staffing available relative to the firm's ability to respond to the School Board's request for services.

Insurance:

The School Board shall require that the firm maintain insurance of the types and in the amounts set forth below in Section 2.2. A sample insurance certificate is the preferred method of indicating coverage. ACORD form 25S will be acceptable.

2.2 COMPANY PROFILE

- a. Name of Offeror
- b. Address of company
- c. History of company
- d. Year company was founded
- e. Mission statement
- f. Description of types and numbers of accounts served
- g. Number of employees
- h. Ownership of business classification
- i. References

Proposal Format:

The proposal response should address the items included in the SCOPE OF SERVICES, the items listed below, and the CRITERIA FOR PROPOSAL EVALUATION. It is requested that the proposal conform to the following format:

1. Cover Sheet

- a. The name of the firm and the location of the office which will have the responsibility for the services to be provided and the name, address, and phone number of a key representative who is knowledgeable about the proposal.
- b. All proposals should have the complete legal name of the firm and be signed, in ink, by an officer or employee having the authority to bind the company by their signature. Signatures by anyone other than the president, vice-president or a general partner, should have accompanying documentation that the individual is empowered to bind the company or partnership.
- c. The firm should provide in the cover letter:
 - (1) its social security number, if an individual,
 - or
 - (2) its federal identification number, if a proprietorship, partnership or corporation.

2. Description of Services to be Provided and Project Approach

Describe the firm’s understanding of the SCOPE OF SERVICES and how the firm proposes to manage the work.

3. Qualifications of the Firm and Project Team

- a. Describe the qualifications and experience of the firm. If sub-contractors and special consultants will be used, they should be identified and their qualifications included in the proposal response.

- b. Include a list of the firm's last five projects with a construction cost of more than \$1,000,000 and which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed:
 - 1) The project name, brief project description, location, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.
 - 2) The member or members of the proposed project team who participated in the listed project and their project responsibility.

4. Response Capability

Give an overview of current workload identifying specific projects, priority to be assigned to School Board projects, and staffing available relative to the firm's ability to respond to the School Board's request for services.

5. Insurance

The School Board shall require that the firm maintain insurance of the types and in the amounts set forth below. A sample insurance certificate is the preferred method of indicating coverage. ACORD form 25S will be acceptable.

COVERAGES	LIMITS
1) Worker's Compensation	State Statutory: Virginia
2) Employers Liability \$500,000 policy limit disease	\$100,000 accident; \$100,000 disease
3) General Liability Premises/Operations Independent Contractors Products & Completed Operations	\$1,000,000 combined single limit for bodily injury or property damage each occurrence
4) Automobile Liability Owned, Hired & Non-owned	\$500,000 bodily injury & property damage each accident
5) Professional Liability	\$2,000,000 per claim; \$3,000,000 aggregate.

The certificate holder shall be Mecklenburg County School Board and each insurance policy required by this RFP, except for policies for worker's compensation shall contain the following clause: "Mecklenburg County Public Schools, its officers, agents, employees, and representatives are added as additional insureds with regard to operations and activities of, or on behalf of the named insured performed under the contract with Mecklenburg County Public Schools.

6. References

Give name, address and telephone number of references for the five projects listed in Section 3b. Include references for owner, engineers and general contractors. The School

Board may, at its discretion, contact these and other known references to discuss the past performance of the firm and project team.

7. Other Supporting Data

Other information which is felt to be relevant to the selection of the firm.

Firm Offer

A written award to the successful Offeror, within the time for acceptance specified in the offer, shall be deemed to result in a binding contract without further action by either party, and the successful Offeror shall execute a contract substantially in the form of that attached hereto as Appendix V. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses. If the successful offeror is a corporation, the corporation must be registered to do business in the Commonwealth of Virginia.

The Firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract.

Authorized Signature

All proposals must be signed in order to be considered. If the Offeror is a partnership or corporation, the Offeror must show the title of the individual signing the Offeror, and if the individual is not an officer of the partnership or corporation, the Offeror must submit proof that the individual has the authority to bind the partnership or corporation.

2.3 ANTI-COLLUSION

Submission of this proposal is the Offeror's express representation that during the preparation and submission of its proposal:

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the Attorney General for the Commonwealth of Virginia for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contact, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by Mecklenburg County School Board has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

2.4 CERTIFICATION OF CRIME AGAINST CHILDREN

The Offeror shall provide certification that Offeror and Offeror's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix III and submit the certification contemporaneously with the executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 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. The Mecklenburg County School Board shall not be liable for materially false statements regarding the certifications required under the Contract.

2.5 CERTIFICATION OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND MECKLENBURG COUNTY PUBLIC SCHOOLS EMPLOYEES

To the extent that neither Offeror nor any of Offeror's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the School Board or Mecklenburg County Public Schools, Offeror shall reveal such relationships to the School Board. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix IV and submit the certification contemporaneously with the executed Contract.

2.6 ERASURES

Proposals having erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the proposal. Prior to submission or opening, errors may be crossed out and corrections entered in ink and initialed in ink by the person signing the proposal. No proposal shall be altered or amended after the specified time for opening. Proposals filled in with pencil will be rejected.

2.7 SUBMISSION INSTRUCTIONS

The proposal shall be submitted in a concise, typed and neatly bound presentation. An original and three copies (total of four) of your proposal document signed by the Offeror's contractual binding authority are required and must be received no later February 28, 2018 at 2:00p.m. The School Board will not assume responsibility for reproduction where an insufficient number of copies have been supplied and failure to comply with this or other requirements of this Request for Proposal may result in rejection of the proposal. Email and/or faxed proposals **will not** be accepted and any such proposals shall not be considered. The School Board will not be

responsible for proposals delayed in mail or by delivery service. Selected vendor will be notified on or around March 20, 2018.

All proposals must be sealed and labeled (on the outside of the sealed container) to show the following:

Proposal for "SEALED PROPOSAL – Architectural/Engineering Services RFP# 2018-001:

Sealed Proposals must be submitted prior to the date and time indicated in this Request for Proposal to:

**Mecklenburg County Public Schools
P.O. Box 190
175 Mayfield Drive
Boydton, VA 23917**

The Mecklenburg County School Board will make no reimbursement for the cost of developing or presenting proposals in response to the RFP 2018-001.

2.8 CLOSING DATE

To be considered, a proposal must arrive at the issuing office on or before February 28, 2018 at 2:00 P.M. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Offerors must submit a complete response to the RFP, using the format outlined. No other distribution of proposals will be made by Offeror. Materials or information later submitted by an Offeror at the School Board's request shall not be considered a violation of this paragraph. Proposals received after the time set for receipt shall not be considered and shall be returned unopened to the offeror. Nothing herein is intended to exclude any responsible offeror or in any way restrain competition. On the contrary, all responsible offerors are encouraged to submit proposals.

2.9 INQUIRIES

All inquiries concerning clarification of this RFP must be made in writing no later than five (5) days prior to the closing date to Paul Nichols, Division Superintendent, Mecklenburg county Public Schools, P. O. Box 190, 175 Mayfield Drive, Boydton, VA 23917 or emailed to pnichols@mcpsweb.org. Inquiries that are pertinent to all solicited Offerors will be answered by addenda. Offerors must acknowledge receipt of all addenda with their proposals posted on the Mecklenburg County Public Schools website, www.mcpsweb.org, no later than four (4) days prior to the closing date.

2.10 SUBMISSION OF A PROPOSAL INDICATES AGREEMENT TO TERMS OF REQUESTS FOR THIS PROPOSAL

Submission of a Proposal in response to this solicitation binds the offeror to all requirements set forth in the Requests for Proposal.

SECTION 3 – EVALUATION OF PROPOSALS

3.1 OPENING OF PROPOSALS

Sealed Proposals will be received on February 28, 2018, at 4:00 P.M. at MCPS School Board Office and shall be reviewed and competitively negotiated as authorized by the Virginia Public Procurement Act. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

3.2 EVALUATION

During the evaluation phase, proposals are reviewed by the Review Committee.

ADDITIONAL INFORMATION MAY BE REQUIRED:

Before a Proposal is considered for award, the Offeror may be requested by the Review Committee or the School Board to provide additional information or clarification to a question or concern.

3.3 SELECTION

Unless canceled or rejected, a ten-person Review Committee will review the RFP proposals based on the below weighted criteria. The Review Committee will make a recommendation to the Mecklenburg County School Board for final approval.

EVALUATION CRITERIA WITH WEIGHTED AVERAGES

- A. Experience and Qualifications of organization and staff assigned to our account and the Offeror to meet the requirements of the RFP-30%
 - a. Provide qualifications and experience of the firm, including any sub-consultants and special consultants. Overall qualifications may include, but not be limited to, the size of the firm relative to the scope of work, depth and variety of staff disciplines available, insurance coverage, references, ability to meet budget and schedules, familiarity with applicable Federal, State and Local codes, laws and regulations governing the work, previous related experiences, etc.
- B. Ability to meet service requirements as listed within RFP 2018-001 - 20%
 - a. Demonstrate ability to provide favorable response time to project schedules, requirement for review, reports, meeting with staff and regulating agencies and commitment to priority for School Board projects assigned.
 - b. Describe past experience with similar work.
- C. Interview. – 30%
- D. Quality of References. - 20%
 - a. Demonstrate ability to complete projects on time and within budget, to work as a team player and to manage projects in an efficient manner.

SECTION 4 – AWARD

4.1 AWARD

Mecklenburg County Public Schools will award the proposal based on Mecklenburg County School Board policy. Either the School Board shall award a contract by a proper vote or the Superintendent of the School Division will award the proposal based on Mecklenburg County School Board policy. Mecklenburg County Public Schools anticipates, but does not guarantee, that it will select an Offeror the day of March 19, 2018.

4.2 CONTRACT

1. The contract format will be AIA Document B101-2007 with supplementary conditions, included as Appendix V.
2. If unable to reach agreement with the first ranked firm, the School board reserves the right to negotiate with the second ranked firm.

The firm agrees that any resulting contract shall be subject to annual appropriations of the Mecklenburg County Board of Supervisors or the Mecklenburg County School Board, and that non-appropriation of sufficient funding to continue the contract can result in its automatic termination once existing funding is exhausted

The successful Offeror shall sign a B101-2007 with supplemental conditions substantially in the form of that attached hereto as **Appendix V**. The proposal submitted by the successful Offeror shall become an attachment to the contract or agreement signed by the Mecklenburg County School Board and the selected Offeror.

4.3 CONTRACT RENEWAL

The Mecklenburg County Public School Board reserves the right to renew this contract for up to four (4) additional years based upon satisfactory service and no or only minimal price changes.

4.4 CANCELLATION

The School Board reserves the right not to award the entire proposal should the cost estimates provided during negotiation exceed available funds, funds not be available, or whenever in the best interest of the school division. The Offeror agrees that any resulting contract shall be subject to annual appropriations of the Mecklenburg County Board of Supervisors or the Mecklenburg County School Board, and that non-appropriation of sufficient funding to continue the contract can result in its automatic termination once existing funding is exhausted. Further, the Offeror agrees that the School Board shall be bound under any resulting contract only to the extent that there is a need for produce and services to be provided. Such need for product and services is to be determined by the School Board and its agents in their sole discretion.

4.5 BASIS FOR REJECTIONS AND AWARDS

The School Board reserves the right to accept or reject any and all proposals or parts of proposals, to waive irregularities and technicalities, and to request revised proposals. The School Board also reserves the right to award the contract on such material deemed to best serve its interest.

4.6 DEFAULT

As time will be of the essence for any orders placed as a result of this proposal, the School Board reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made in accordance with the timelines established in this RFP. In case of default by services ordered by the time specified, the School Board may terminate the contract and, after due notice, may procure them from other sources and hold the defaulting Offeror liable for any resulting additional cost.

4.7 DEBARRMENT

An Offeror who is debarred will be disqualified from receiving invitations for bids or requests for proposals and from receiving awards of contracts.

SECTION 5 – SCHOOL BOARD OBLIGATIONS

5.1 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal laws, the laws of the Commonwealth of Virginia, and its policies, the Mecklenburg County School Board does not discriminate on the basis of sex, race, color, age, religion, disability, national origin or on any other basis prohibited by law in the provision of employment and services. The Mecklenburg County School Board is an equal opportunity employer.

5.2 FAITH BASED ORGANIZATION

The Mecklenburg County Public School Board does not discriminate against faith-based organizations.

5.3 ADA COMPLIANCE

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact the Assistant Superintendent by phone at (434) 738-6111 at Ext. 1037, by mail to Kristy Somerville-Midgette P. O. Box 190, 175 Mayfield Drive, Boydton, VA 23917, or by email to ksomerville@mcpsweb.org.

SECTION 6 – SCHOOL BOARD GENERAL TERMS AND CONDITIONS

6.1 NO CONTACT

Any contact with any Mecklenburg County Public School Board Member or representative or employee, other than outlined in this RFP, is prohibited. Such unauthorized contact may disqualify an offeror from this procurement.

6.2 NON-DISCRIMINATION

Employment discrimination by the Offeror shall be prohibited. (Section 2.2-4311, Code of Virginia) During the performance of the services required by the contract which is the subject of this RFP:

Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror 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 requirements of this section. The Offeror will include the above provisions in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each sub offeror or vendor.

6.3 DRUG-FREE WORKPLACE

- A. During the performance of the contract, the Offeror agrees to:
1. Provide a drug-free workplace for the Offeror's employees.
 2. 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 Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 3. State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-offeror or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to an Offeror, the employees of who 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.

6.4 UNAUTHORIZED ALIENS

The Offeror certifies that it does not, and shall not, during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.5 ADVERTISING

In the event a contract is awarded for the services included in this proposal, the successful Offeror shall make no indications of such services to the Mecklenburg County Public Schools in any way in product literature or advertising without the prior written approval of the Mecklenburg County School Board.

6.6 AVAILABILITY OF FUNDS

It is understood and agreed between the parties to any contract resulting from this proposal that the School Board shall be bound hereunder only to the extent of funds available from appropriate sources for the purposes of such contract.

6.7 CANCELLATION

The School Board shall have the right to terminate any resulting contract for failure of performance by the Offeror. Upon receipt of written notice by the School Board of Offeror’s failure to perform under the Contract, the Offeror shall have thirty (30) days to remedy such breach of performance or default.

6.8 INSURANCE

The successful Offeror(s) must furnish to the School Board evidence of the insurance required in paragraph 7.02, below. A sample insurance certificate is the preferred method of indicating coverage. ACORD form 25S will be acceptable. The certificate holder shall be Mecklenburg County School Board.

The Offeror(s) also agrees to defend, save harmless, and indemnify the School Board from and against any and all claims for damages against the School Board allegedly caused by its errors, omissions, or negligent acts in the performance of services, as set forth in Section 6.19, below.

6.9 INVOICING

The successful Offeror(s) shall submit itemized invoices for goods and services rendered and containing the Purchase Order number assigned, according to the timelines outlined in this Request for Proposal.

6.10 ASSIGNMENT

Neither the School Board nor the Offeror shall assign, sublet or transfer its interest in the Contract without the prior written consent of the other party.

6.11 APPLICABLE LAW

The contract for services described herein shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

6.12 LAWS AND REGULATIONS

Offeror's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, including all rules and regulations of all authorities having jurisdiction over the project, shall apply to the contract. They will be deemed to be included in the contract the same as though herein written out in full. Offeror must possess all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the contract prior to the initiation of work. If the Offeror is a corporation, partnership or other corporate entity, Offeror further expressly represents that it is in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

6.13 HOLD HARMLESS – INDEMNIFICATION

It is understood and agreed that Offeror hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Offeror, or its subofferors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Offeror agrees to indemnify and hold harmless the Mecklenburg County School Board and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Offeror or those for whom Offeror is legally liable. Upon written demand by the Mecklenburg County School Board, Offeror shall assume and defend at Offeror's sole expense any and all such suits or defense of claims made against the Mecklenburg County School Board, or its agents, volunteers, servants, employees or officials.

6.14 BILLING

The successful Offeror shall submit an itemized invoice in three (3) copies, per section 6.09. The Purchasing Agent or designee shall present the invoice to the School Board at its next regular meeting; however, if such invoice is received after the second Monday of any month it may be

presented to the School Board at the regular meeting of the following month. Upon approval of the School Board, payment shall be made within two (2) business days.

6.17 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this proposal shall be new, the latest model, of the best quality, and of the highest grade of workmanship.

6.18 COPYRIGHTS OR PATENT RIGHTS

The Offeror certifies by submission of its proposal that there has been no violation of the copyrights or patent rights in manufacturing, marketing, or selling of the product or services offered as a result of its proposal. The successful Offeror shall, at its own expense, defend any and all actions or suits charging such infringement and will save the School Board, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by such a violation.

Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342(F) of the Code of Virginia).

Offerors shall submit under separate cover, any information considered proprietary and any copyrighted material. Separate cover means that proprietary information must be placed in a separate area of the proposal and must be clearly identified as containing proprietary and/or copyrighted information. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal, not under separate cover and labeled as proprietary, shall be Public Information in accordance with State statutes.

SECTION 7 – SOLICITATION – SPECIFIC TERMS AND CONDITIONS

7.1 DELIVERY POINTS

All items shall be delivered to the destination with delivery cost included in the total cost on the proposal form. Failure to do so may cause for the rejection of the proposal. The Offeror shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location.

7.2 INSURANCE

- A. The contractor shall provide at all times during the initial and all subsequent terms of the contract term the following insurance coverage's:

1. Worker's Compensation Insurance, Statutory Benefits and Employer's Liability Insurance with limits of not less than \$500,000.
2. Commercial General Liability Insurance with limits of not less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage per occurrence, including Contractual Liability coverage.
3. Motor Vehicle Liability Insurance with limits of liability shall not be less than \$500,000 combined single limit.
4. Professional Liability with limits of not less than \$2,000,000 per claim; \$3,000,000 aggregate.
5. The Offeror shall furnish Mecklenburg County Public Schools certificates of insurance within 21 working days after acceptance of a contract.
6. Mecklenburg County Public Schools System must have ten (10) days' notice of cancellation or change in insurance coverage and give its written approval for such cancellation or change.

The certificate holder shall be Mecklenburg County School Board and each insurance policy required by this RFP, except for policies for worker's compensation shall contain the following clause: "Mecklenburg County Public Schools, its officers, agents, employees, and representatives are added as additional insureds with regard to operations and activities of, or on behalf of the named insured performed under the contract with Mecklenburg County Public Schools.

7.3 NOTICES

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or three (3) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid.

All notices shall be addressed to the following individuals.

To: Mecklenburg County Public Schools
Attention: Mr. Paul Nichols
P. O. Box 190
175 Mayfield Drive
Boydton, VA 23917
Fax: 434-738-6679

To Successful Offeror: Manager as defined in successful Offeror proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

APPENDIX II

This is a Request for Proposal (RFP) to solicit sealed proposals from a vendor with a proven track record of Architectural/Engineering Services. If a suitable offer is made in response to the RFP, Mecklenburg County Public Schools may enter into a contract to have the selected Offeror perform as needed. This RFP provides details on what is required to submit a Proposal. Mecklenburg County Public Schools reserves the right to accept or decline any proposed offer.

The type(s) of services that the professional may be required to provide on an on-going as needed basis include, but not be limited to: Programming, Planning, existing facility Evaluations and Assessments, Feasibility Studies, Site Selection Studies, Master Planning, Concept Planning, Schematic Planning, Construction Cost Estimating, Interior Design, Preliminary and Final Architectural and Engineering Drawings and Specifications, Bidding Services, and Construction Administration Services.

The School Board anticipates that the initial Work Order will be to provide Architectural and Engineering Design Services for a new construction consolidated middle/high school complex to be fully described in the work order. The school will consist either of one or two buildings and will accommodate between 900-1200 students in grades 6-8 and 1200-1500 students in grades 9-12. These services will go from Community input through Design and Construction Administration for any work that is approved and funded. Other anticipated projects over the possible five year contract period may include partial renovations to three other school buildings.

APPENDIX III
CERTIFICATION
OF
CRIMES AGAINST CHILDREN

Offeror acknowledges that the implementation of this contract requires Offeror's employees or other persons within Offeror's control to have direct contact with Mecklenburg County Public Schools' students. Therefore, Offeror hereby certifies that neither Offeror, Offeror's employees nor any person who will have direct contact with students on school property during regular school hours or during school sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Offeror understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 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. Mecklenburg County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

- NO
- YES (please explain)

Offeror	Date
By: _____	
Name: _____	
Title: _____	

APPENDIX IV
CERTIFICATION
OF
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND MECKLENBURG
COUNTY PUBLIC SCHOOLS EMPLOYEES

Offeror hereby certifies that neither Offeror, nor any of Offeror’s officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board for Mecklenburg County Public Schools (“MCPS”).

To that extent that such relationships exist, Offeror shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither Offeror nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Mecklenburg County Public Schools.

The following individuals currently maintain a financial relationship with Offeror:

MCPS/School Board Employee’s Name: _____

Position with MCPS/School: _____

Nature of Relationship: _____

The following individuals currently maintain a familial relationship with Offeror:

MCPS/School Board Employee’s Name: _____

Position with MCPS/School: _____

Nature of Relationship: _____

Offeror

Date

By: _____

Name: _____

Title: _____

Appendix V

AIAB101-2007 SUPPLEMENTAL CONDITIONS:

ADD to Cover Page under "For the Following Project"

The Owner and Architect Agree as Follows:

The Owner requires a Contract to provide architectural and/or engineering services on an "as needed" basis for Mecklenburg County School Board projects to be determined. Professional Services will be needed in the following areas: Programming, Planning, existing facility Evaluations and Assessments, Feasibility Studies, Site Selection Studies, Master Planning, Concept Planning, Schematic Planning, Construction Cost Estimating, Interior Design, Preliminary and Final Architectural and Engineering Drawings and Specifications, Bidding Services, and Construction Administration Services as described in the Request for Proposals # 2018-01 issued by Mecklenburg County School Board, a copy of which is attached hereto as Exhibit B and incorporated by reference. The Vendor's proposal in response to the RFP is also specifically incorporated herein by reference. In the event of a conflict between this Contract and such Proposal, the higher standard contained in this Contract or Proposal shall control. This Contract was prepared through the joint efforts of the parties and shall not be construed against either party as its author. It is the intent of this agreement that all services be provided completely in all respects without the need for engaging separate technical expertise except as noted herein.

The School Board anticipates that the initial Work Order will be to provide Architectural and Engineering Design Services for a new construction consolidated middle/high school complex to be fully described in the Work Order. The school will consist either of one or two buildings and will accommodate between 1200-1500 students in grades 6-12. These services will go from Community input through Design and Construction Administration for any work that is approved and funded. Other anticipated projects over the possible five year contract period may include partial renovations to three other school buildings.

This Agreement may be amended for each additional project or work order for the term of the Agreement, which expires _____ with four (4) additional one-year renewals available upon the consent of both parties.

§ 1.1

ADD:

The scope of services for projects assigned under the resulting CONTRACT will vary according to the Mecklenburg County Public School Board requirements. Individual scopes will be established for each project assigned. Services to be provided pursuant to this Agreement are generally described as, but not limited to, Programming, Planning, existing facility Evaluations and Assessments, Feasibility Studies, Site Selection Studies, Master Planning, Concept Planning, Schematic Planning, Construction Cost Estimating, Interior Design, Preliminary and Final Architectural and Engineering Drawings and Specifications, Bidding Services, and Construction Administration Services.

The Architect will submit fee proposals and scope of service proposals, and subsequent supplemental service agreements for each project assigned.

The Architect will prepare and administer construction contracts related to the projects as indicated in AIA Contract and will be responsible for meeting county, state and/or federal regulations and laws in preparation of plans and specifications."

§ 1.2

Under .1 and .2 – ADD

"For each project assigned"

§ 2.5 – Delete second sentence of that section.

ADD:

§ 2.6 "To the extent reasonably and commercially available from Architect's current insurance providers, each insurance policy required by this Agreement shall contain the following clauses:

- .1 This insurance shall not be cancelled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to Owner.
- .2 It is agreed that any insurance maintained by Owner shall apply in excess of and not combined with insurance provided by this policy."

§ 2.7 "Each insurance policy required by this Agreement, except policies for worker's compensation and professional liability, shall contain the following clause:

.1 Mecklenburg County School Board, its officers, agents, employees, and representatives are added as additional insured with regard to operations and activities of, or on behalf of the named insured, performed under contract with Mecklenburg County School Board. "

§ 2.8 "Prior to commencing any work under this Agreement, The Architect shall deliver to Owner insurance certificates confirming the existence of the insurance required by this Agreement, and, to the extent reasonably and commercially available for Architect's current insurance providers, including the applicable clauses referenced above. Also, within thirty (30) days of the execution of this Agreement, the Architect shall provide the Owner endorsements of the above-required policies which add to these policies the applicable clauses referenced above. All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the Board."

ADD NEW SECTIONS:

§ 3.1.7 Notwithstanding any other provisions of this Agreement, the Architect's performance of all services under this Agreement, and all documents created by the Architect pursuant to this Agreement, shall comply with all applicable federal, state and local statutes, laws, rules, ordinances, orders, directives, permits and regulations, whether now existing or hereafter promulgated until the completion for the Project, of all government agencies, whether federal, state or local and whether legislative, judicial or executive (collectively, "Applicable Laws"). Once a phase is approved, any changes required due to a change in law/code are considered additional services.

§ 3.1.8 To the extent that the Architect, in the performance of the Architect's services under this Agreement, has meetings with the Owner, the Contractor or other third parties, the Architect shall after the conclusion of such meetings promptly prepare and submit the Owner minutes of

such meetings, which shall include without limitation any design decisions or requests requiring the Owner's review and acceptance.

§ 3.2.3 – ADD to the last sentence after "Project"

"including, but not limited to, proposed site improvements, selection of materials, building systems and equipment, and methods of Project delivery."

DELETE § 3.2.6

§ 3.3.1 – ADD the following to the end of the paragraph:

"In preparing the documents, the Architect shall comply with all laws, codes and regulations applicable to the design of the Project and in force as of the date of development of the documents. The Architect shall prepare and submit meeting minutes, summarizing design decisions and requests to the Owner for review and acceptance following each meeting."

§ 3.4.1 – ADD the following after "Work" at the end of the second sentence: "and shall include, but not necessarily be limited to, the work required for the construction sequencing, phasing and coordination, architectural, structural, mechanical, plumbing, fire sprinkler, electrical, interior and food services design (if applicable), service-connected equipment, site work, hazardous material remediation, if required and the necessary general conditions of any resulting construction contracts. The Architect shall provide the services of professional and licensed hazardous materials, structural, mechanical, civil, electrical and special systems engineers, qualified by training and experience in their respective fields, as needed to address the requirements of the Project. Further, the Architect shall submit a list showing the names of the engineers and other consultants to be employed by the Architect to the Owner, in advance of any design work, for the Owner's review and approval. The Architect shall require such professional engineers to place their seal(s), name and signature on the on the drawings and specifications prepared by them for use during the construction phased of the Project. Except for those materials and interior/exterior design items which are selected and approved by the Owner at some future date, approval by the Owner shall be deemed approval of the design concept though

not the means or techniques recommended by the Architect. The Construction Documents shall comply with all applicable laws, statues, ordinances, codes, orders, rules and regulations in force as of the date of their completion."

ADD the following to the end of the paragraph: "The documents shall include requirements that the Contractor provide operation manuals and training for the Owner in the operation and maintenance of mechanical, HVAC and electrical systems installed by the Contractor."

§ 3.4.2 – ADD the following at the end of the paragraph: "the Architect shall file all documents required for the approval of such governmental authorities having such jurisdiction. The Architect shall be responsible for making such changes in the Construction Documents as may be required by the governmental authorities at the Architect's sole expense when instructed to do so by the Owner. The Owner shall reimburse the Architect for all plan review fees that may be charged by and actually paid to the various governmental agencies."

§ 3.4.3 – AMEND the first sentence to read: "During the development of the Construction Documents, the Architect shall prepare (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions)."

ADD the following to the end of the paragraph: "At the appropriate time, the Architect shall conduct pre-bid conference(s) with prospective bidders, and shall respond to questions from bidders, and where necessary, shall issue addenda."

DELETE § 3.4.4.

§3.5.1 – ADD the following at the end of the paragraph: "In the event the lowest responsible, responsive bid(s) exceed the funds appropriated for the Project, the Architect, in consultation with the Owner, shall provide such modification to the Contract Documents as necessary or

required to bring the cost of the Project within the available funding limits, and provide subsequent construction contract bidding services as outlined in Paragraphs 1 through 4 of this Section 3.5.1 and 3.5.2."

§ 3.5.2.1 – ADD the following after bidding requirements: "including those established by applicable law"

DELETE § 3.5.3

§ 3.6.1.1 – ADD the following to the end of the paragraph: "The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified, or extended without written agreement of the Owner and Architect and notice to the Contractor(s)."

§3.6.3.1 – DELETE in its entirety and SUBSTITUTE: "Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon the later of (a) the date the Architect issues the final Certificate for Payment or (b) the date the Architect issues a Certificate for Final Completion.

§ 3.6.2.1 – REVISE first sentence to read: "The Architect shall visit the site at intervals as often as is necessary and appropriate to the stage of construction, typically at least twice each month, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, for the Owner's benefit and protection, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents and is proceeding in accordance with the intent of the Contract Documents and the construction schedule."

ADD the following after the first sentence: "In a like manner, the Architect's consultants and engineers shall visit the site at least once a month while work pertinent to their respective phase(s) of the Project is in progress and as often as necessary and appropriate to the stage of construction, or as otherwise agreed by the Owner."

ADD the following to the end of the paragraph: "The Architect shall use reasonable care to guard the Owner against defects and deficiencies in the Work of the Contract(s) and against the Contractor(s) failure to carry out the Work in general accordance with Contract Documents and the Construction Schedule."

ADD the following sections:

§ 3.6.2.1.1 The Architect shall conduct progress meetings with the Owner and Contractor typically twice each month during the Construction Phase for the primary purpose of assessing the progress of the Work and making recommendations for remedial actions as appropriate. The Architect shall distribute minutes of each progress meeting to the Owner and Contractor as soon as practical following the meeting.

§ 3.6.2.1.2 The Architect shall give prompt notice to the Owner, in writing, of any major or material deviation in the Work for the Contract Documents or any defects or deficiencies therein. Nothing in this Agreement shall limit the liability of the Architect for negligently failing to timely determine that the construction Work is not being performed in accordance with the Construction Documents, the plans or the specifications. The Architect shall promptly report to the Contractor and the Owner any concerns about unsafe conditions and construction practices that are not generally accepted in the industry, which he observes on site.

§ 3.6.2.1.2.1 The Architect shall provide architectural services to the Owner as required or as necessary resulting from major defects or deficiencies in the Work of the Contractor(s) or any subcontractor or their respective agents or employees which through reasonable care the Architect should have discovered and promptly reported to the Owner but failed to do so. The Architect represents that he will follow the standards of his profession in performing all services under this Agreement. Any defective design(s) or specification(s) furnished by the Architect shall be promptly corrected by the Architect. The Owner's approval, acceptance, use of or

payment for all or any part of the Architect's services hereunder or the Project itself shall in no way diminish or limit the Architect's obligations and liabilities or the Owner's rights.

§ 3.6.3.1 – ADD to the beginning of the paragraph: "Based on the Architect's observations in accordance with the usual and customary standard of care for Virginia architects, inspections of the Work, and evaluations of each Contractor's Application for Payment,"

ADD to the end of the paragraph: "The Architect's review and certification shall be completed, including forwarding a copy of all such applications to the Owner, within seven (7) work days after the Architect's receipt of the Application for Payment, or as agreed to by the Owner, provided an acceptable Application has been submitted by the Contractor."

§3.6.3.2 – ADD to the end of the paragraph: "However, the issuance of a Certificate of Payment shall be a representation by the Architect that the Architect has conducted adequate observations, in accordance with the usual and customary standard of care in Virginia for architects, and as required by all Applicable Laws, and that the Contractor(s) is entitled to payment of the amount certified."

ADD SECTIONS

§ 3.6.5.3 The Architect shall prepare and provide to the Owner a set of reproducible record drawings showing all significant changes in the Work made during the construction. These record drawings shall be based upon marked-up prints, drawings, sketches, directives, instructions and other data furnished, in part, by the Contractor(s) including, but not limited to, the locations of water, sewer, telephone, electric, gas and other utility lines as reported by the Contractor(s) to the Architect. The Architect shall also provide the Owner with a computer CD disc copy of the record drawings in a format common in the industry.

§ 3.6.6.6 As part of his Basic Services the architect shall serve when requested by the Owner as a presenter in connection with any public hearing or meeting concerning the project or the Work.

§ 4.1 – DELETE TABLE and amend language of section to read as follows:

"Additional Services will be identified in the individual project Scope of Service / Fee Proposal and are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated."

DELETE **§ 4.2**

§ 4.3 – SUBSTITUTE the following language: Additional Services may be provided after the execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall be agreed to in advance and in a writing between the Owner and the Architect, and shall entitle the Architect to compensation as agreed to in such writing pursuant to Section 11.3. The written agreement for Additional Services may provide for an adjustment in the Architect's schedule.

DELETE §§ **4.3.1.2, 4.3.1.3, 4.3.1.7, 4.3.1.8 and 4.3.1.11.**

§ 4.3.3 - SUBSTITUTE the following language: "In the event of errors or omissions in the design, the Architect shall, at no additional cost to the Owner, provide design services and prepare document revisions as necessary to correct such errors or omissions.

DELETE **§ 4.3.4**

§ 5.1 – DELETE last sentence.

§ 5.5 – ADD to the beginning of the sentence: "When requested by the Architect,"

DELETE § 5.8

§ 5.9 – ADD to the beginning of the paragraph: "However, the Owner's failure or omission to do so shall not relieve the Architect of his responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.

§ 6.1 – ADD to the end of the paragraph: "At no time during the Project shall the Cost of the Work exceed the Owner's budget, unless the Owner's budget is amended in writing by the Owner."

§ 6.3 – DELETE the first two sentences.

§ 6.4 – ADD to the end of the paragraph: "In no instance, however, shall the budget for the Cost of the Work be increased without the Owner's written approval."

§ 7.1 – SUBSTITUTE the following: "Provided the Architect has been paid in full for the Architect's design services as required under this Agreement, all designs, drawings, specifications and other works developed during the performance of this Agreement shall become the sole property of the Owner and shall be deemed to be a "work for hire" and the Architect hereby assigns all rights to the same to Owner. The Owner may refer to the drawings, specifications and other documents prepared by the Architect in making future repairs, modifications, additions and/or renovations to the facilities without the knowledge or prior consent of the Architect and may be used, in whole or in part, on any other design or construction without additional compensation to the Architect. The use of the design, including

drawings and specifications, by the Owner, and person or entity for purposes other than the Mecklenburg County School Board Projects as set forth in the body of this Agreement shall be at the full risk and peril of each person or entity and the Architect shall be indemnified and held harmless of any liability whatsoever, including for property damage or death as the result of such other use."

DELETE §§ 7.2, 7.3, 7.3.1, and 7.4

§ 8.1.1 - SUBSTITUTE the following language: "The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in the Circuit Court of Mecklenburg County, Virginia within the period specified by applicable laws of the Commonwealth of Virginia.

DELETE §§ 8.1.2, 8.1.3

DELETE §§ 8.2 and 8.3 in their Entirety.

§ 9.1 - SUBSTITUTE the following language: "The Architect's sole remedies for nonpayment shall be those established by the Virginia Public Procurement Act, beginning at Virginia Code § 2.2-4363, et seq."

§ 9.2 – ADD after "Project" in the first sentence: "for more than sixty (60) calendar days with prior written approval of such adjustment by the Owner."

§ 9.4 – ADD to the end of the paragraph: "However, before termination of this Agreement the non-breaching party shall provide written notice to the breaching party of the breaching party's failure to perform including a specific description of the failure. From the date the breaching

party receives such notice, the breaching party shall have fifteen (15) calendar days to remedy the breach and provide written notice to the non-breaching party of such remedy. If at the expiration of the fifteen-day cure period, the remedy is insufficient or the breaching party fails to provide the notice as required by the paragraph, the non-breaching party may provide its thirty-day termination notice to the breaching party."

§ 9.5 – ADD to the end of the paragraph after "cause": "in which case the Owner shall be obligated to pay Architect for professional services actually performed. In the event of such termination, the Owner shall have no further liability for compensation, expenses or fees to the Architect, except as set forth under paragraph 5.6. Owner shall not be liable to Architect for any other cost or damages, including without limitation lost profits or payments for work not actually performed."

§ 9.6 DELETE language after "then due"

DELETE **§ 9.7**

§ 9.8 DELETE "and Section 11.9"

§ 10.1 SUBSTITUTE the following language after "of the" in the first sentence: Commonwealth of Virginia. Any contractual dispute shall be resolved through the processes established under the Virginia Public Procurement Act, beginning at Virginia Code Section 2.2-4363, et seq. Any legal action arising out of or related to this Agreement shall be brought in the Circuit Court of Mecklenburg County, Virginia.

§ 10.2 DELETE in its entirety and SUBSTITUTE the following language: Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, as amended for

this Project, General Conditions of the Contract for Construction, current as of the date of this Agreement, except as modified by the Owner.

§ 10.6 – ADD to the end of the paragraph: "Notwithstanding the foregoing, if the Architect or the Architect's consultants become aware of the existence of hazardous materials at the Project site, they shall promptly report such information to the owner."

§ 10.8 – ADD to the end of the paragraph after "information,": "or (4) as otherwise required by applicable law."

ADD the following NEW SECTIONS:

§ 10.9 Employment Discrimination by Architect Prohibited (Code of Virginia §2.2-4311)

§ 10.9.1 During the performance of this Agreement, the Architect agrees as follows:

- a. The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or 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 Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Architect in all solicitations or advertisements for employees placed by or on behalf of the Architect will state that such Architect is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

§ 10.9.2 The Architect will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

§ 10.9.3 The Architect shall not discriminate against faith-based organizations pursuant to the provisions of Virginia Code §2.2-4343.1. The Owner does not discriminate against faith-based organizations pursuant to the provisions of Virginia Code §2.2-4343.1.

§ 10.10 Drug-Free Workplace (Code of Virginia §2.2-4312)

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

§ 10.10.2 Drug-Free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom 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.

§ 11.1 ADD: "To be determined for each project, as assigned, by supplemental services/proposal agreement."

ADD § 11.1.1 – "All payments by the Owner to the Architect provided for under this Agreement are subject to appropriations to and receipt by the Owner from available and appropriate sources, including state and local funding sources and the Owner shall be bound under this Agreement only to the extent that there are funds available to perform the Owner's obligations hereunder."

ADD to §§ 11.2 and 11.3: "Compensation for all Additional Services provided by the Architect to the Owner shall be negotiated as provided in Article 4."

§ 11.5 – ADD the following percentages in order to the phases: Five, Fifteen, Fifty-five, Five, Twenty.

ADD to § 11.7 at the end of the paragraph: "The hourly rates will only be used when the Owner approves a work order with hourly rates as a basis for compensation."

DELETE §§ 11.8.1.1, 11.8.1.3, 11.8.1.4, 11.8.1.5.

§ 11.8.2 – insert "ten" and "10" in the respective spaces and ADD to the end of the paragraph "; provided, however, that there shall be no reimbursable expenses without the prior written consent of the Owner. Additional allowed expenses include trips in addition to the first two per month and additional printing required by outside agencies and contractors."

DELETE § 11.9

ADD to § 11.10.1 "no dollars" after "An initial payment of"

DELETE § 11.10.2

DELETE § 11.10.3

ADD § 11.11 as follows:

§ 11.11 Payment (Code of Virginia §2.2-4354)

1. The Architect shall take one of the following actions within seven (7) days after receipt of amounts paid to the Architect by the Owner for work performed by any subcontractor under this Agreement;

a. Pay the subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the subcontractor under this Agreement; or

b. Notify the Owner and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Architect shall provide its federal employer identification number to the Owner.

3. The Architect shall pay interest to any subcontractor on all amounts owed by the Architect that remain unpaid after seven (7) days following receipt by the Architect of payment from the Owner for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subdivision (1)(b), above.

4. Unless otherwise provided under the terms of this Agreement, such interest shall accrue at a rate of one percent (1%) per month.

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

6. The Architect's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of the Owner.

ADD §§ 12.1, 12.2, 12.3 and 12.4 as follows:

«§ 12.1 Where the Architect is prevented from completing his work in the time set forth in this Agreement due to causes beyond the control of the Architect or the Owner, and extension of the design schedule in an amount equal to the time lost due to such cause shall be the Architect's sole and exclusive remedy for such delay. In no event shall the Owner be liable to the Architect, any of the Architect's consultants or any other person, organization, employee or agent of any of them, for damages arising from or alleged to have resulted from (a) delays caused by the Architect or anyone for whose acts the Architect is responsible, or (b) delays caused by events beyond the reasonable control of the Architect and the Owner.

«§ 12.2 It is the particular responsibility of the Architect to reasonably describe within the Contract Documents all suitable requirements or specifications for all components and procedures of the Project affecting the structural soundness to reasonably assure their fitness and appropriateness for the Project. This responsibility includes appropriate requirements for testing to ensure compliance with the contract specifications

«§ 12.3 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of the Architect's consultants and anyone for whom the Architect is legally liable.

§ 12.4 Pursuant to Virginia Code § 2.2-4311.1. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth of Virginia ("Commonwealth"):

- A. To the extent the Architect is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Architect shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

- B. The Architect shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement.
- C. The Owner may void this Agreement if the Architect is a business entity and the Architect fails to remain in compliance with the provisions of this section.

§ 12.5 No Crimes Against Children. As a condition of awarding this contract for the provision of services that requires the Architect, its consultants or their employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Architect by executing this Agreement, and in accordance with Virginia Code § 22.1-296.1, certifies that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. See Exhibit A.

Pursuant to Virginia Code § 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. The Owner shall not be liable for materially false statements regarding the certification require by Virginia Code § 22.1-296.1.

This subsection shall apply to the Architect, its consultants or their employees providing services to the Owner in an emergency or exceptional situation, such as when student health and safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated the Architect, its consultants or their employees will have no direct contact with students.

§ 12.6 Federal I.D. # _____ »

AMEND **§ 13.2.1** by ADDING after B101-2007: ", as amended"

DELETE **§ 13.2.2**

§ 13.2.3 ADD "Exhibit B – Request for Proposals for Architectural/Engineering Services"

Proposals for Projects to be added as Additional Exhibits, when approved by the School Board from time to time during the term of this Agreement.

EXHIBIT A
CERTIFICATION
OF
CRIMES AGAINST CHILDREN

VENDOR acknowledges that the implementation of this Contract requires VENDOR's employees or other persons within VENDOR's control to have direct contact with Mecklenburg County Public Schools' students. Therefore, VENDOR hereby certifies that neither VENDOR, VENDOR's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

VENDOR understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 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. Mecklenburg County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

- NO
- YES (please explain) _____

VENDOR

Date

By: _____

Name: _____

Title: _____

**EXHIBIT B – RFP 2018-001 and Vendor Response
(to be added at the time of Contract Execution)**

EXHIBIT C

**CERTIFICATION OF
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND
MECKLENBURG COUNTY PUBLIC SCHOOLS EMPLOYEES**

VENDOR hereby certifies that neither VENDOR, nor any of VENDOR’s officers, directors, or executive employees maintains a financial or familial relationship with any person acting for, or employed by, the School Board for Mecklenburg County Public Schools (the “School Board”).

To that extent that such relationships exist, VENDOR shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither VENDOR nor its officers, directors, or executive employees maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Mecklenburg County Public Schools.

The following individuals currently maintain a financial relationship with VENDOR:

School Board Employee’s Name: _____
Position with School: _____
Nature of Relationship: _____

The following individuals currently maintain a familial relationship with VENDOR:

School Board Employee’s Name: _____
Position with School: _____
Nature of Relationship: _____

VENDOR

Date

By: _____

Name: _____

Title: _____