CONTRACT #22FY17
AGREEMENT

Arlington Public Schools
Purchasing Office

CONTRACT TITLE: PROGRAM MANAGEMENT SERVICES FOR VARIOUS ARLINGTON PUBLIC SCHOOLS FACILITY RENOVATION AND CONSTRUCTION PROJECTS

This Contract is entered into this 28th day of June, 2017; by and between Brailsford & Dunlavey, Inc., 1140 Connecticut Ave, NW Suite 400, Washington DC, 20036, hereinafter called "PgM" and Arlington Public Schools hereinafter called "APS"; and shall be for a period of twelve (12) months commencing on the date of execution of the Contract by the APS Purchasing Agent and expiring on the last day of the twelfth (12th) month following execution of the Contract by the APS Purchasing Agent. This duration shall be referred to as the "Contract Term." APS reserves the right, in its sole discretion, to renew the Contract for an additional one (1) year term. This option to renew may be exercised by APS up to but not more than for four (4) additional one year terms ("Renewal Contract Term"). For any Task not completed during the Contract Term in which the Task was issued, all terms and conditions of the Contract in effect at the time the Task was issued shall survive until the Work is completed.

APS and the PgM, having given adequate consideration, agree that the PgM will perform all Task services within the services for Program Management Services for Various APS Facility Renovation and Construction Projects (hereinafter "the Work"), in accordance with the Contract; which shall consist of:

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

1. Agreement #22FY17, and all modifications properly incorporated into the Agreement
2. Appendix A – Scope of Services
3. Appendix B – General Terms and Conditions
4. Appendix C – Non Disclosure and Data Security Agreement (Contractor)
5. Appendix D – Contractor Certification Regarding Criminal Convictions
6. Appendix E – Fee Worksheet Summary and Fee Schedule; and,
7. Appendix F – Certificate of Insurance

The following are incorporated by reference:

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

The Work shall be performed in accordance with the above-referenced contract documents and is the complete agreement between APS and the PgM and may not be altered except by written amendment signed by APS and the PgM in compliance with the requirements of the Contract Documents.
The signatures of APS and the PGM, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

ARLINGTON PUBLIC SCHOOLS

[Signature]
By: David J. Webb, C.P.M.
   Director/Purchasing Agent

Date: June 28, 2017

BRAILSFORD & DUNLAVEY, INC.

[Signature]
By: Willard L. Mabrey
   Typed or Printed Name: Executive V.P.

Date: 6/19/17

Type of Business (Corporation, Partnership, Sole Proprietor)

State of Organization/Incorporation: District of Columbia

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APPENDIX A

SCOPE OF SERVICES

APS anticipates that a variety of services will be required. Each Task will have a specific scope of services defined, desired personnel listed and/or specific requirement defined when individual Task is negotiated. The general scope of services required to be provided are listed in Appendix A of the RFP to provide a representative range of services anticipated. The services described are intended to be representative, not exhaustive, other related services may be required during the Contract term. Included in Appendix A.5 of the RFP is the scope for the first Task to be provided under the Contract.

Personnel types to be included in response to this RFP to provide these services shall include but are not limited to the following positions:

- Project Executive (PEx)
- Senior Project Manager (SrPM)
- Project Manager (PM)
- Assistant Project Manager (APM)
- Project Engineer (PE)
- Administrative Support (AS)
- Project Controls Manager (PCM)
- Scheduler (S)
- Senior Estimator (SrE)
- Estimator (E)
- QA / QC Manager
- QA / QC Field Inspector
- Document Control Engineer
- Planning Manager
- Planner

For each Task, the Contractor must:

- Assure complete, competent, properly coordinated, and thoroughly-checked deliverables.
- Maintain security practices to prevent disclosure of information about the Task under the Contract to any individual or firm other than to APS except as may be required to obtain quotations for materials and supplies for subcontract work.

PROJECT MANAGER (PM) STANDARD SCOPE OF SERVICES

The Program Manager (PgM) is/are responsible for providing the personnel for the management, quality control, budget control, schedule control, and administrative tasks needed to execute the Task in the best interests of APS when the services of a Project Manager (PM) is provided. For purposes of this section all references to “PM” (Project Manager) shall apply to “SrPM”, “PM” “APM”). The PM will act as APS’ Project Manager during the planning, design, construction, and closeout of the assigned Task. The PM will work in APS’ Department of Facilities & Operations under the direct supervision of APS staff in the same manner as APS Project Managers with the additional oversee of the Project Executive (PEx) of the PgM.

A. PM Staff.

a. Core PM Staff. The Program Manager (PgM) shall assign and dedicate appropriate personnel to this Task sufficient in number, and with the requisite expertise and experience, to perform the duties described for a Project Manager (PM). The PgM will supplement the core staff as needed throughout all phases with other employees, and/or Subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Task.

Any additional staff required once the Task has begun will be provided at no additional cost to APS. Having adequate PM staff at all phases of the Task is a requirement of the Contract and is the responsibility of the PgM.
APS has the right to request additional staff with requisite experience be added to the Task at any time at no cost to APS if, in its sole discretion, it feels the Task is under or incorrectly staffed.

B. **Office Facilities.** The PM shall be provided office space onsite, either at Facilities and Operations or at the location of the Task. All facilities and equipment shall be provided by APS including IT connection, power and lighting, HVAC, bathroom facilities, furniture, computer, phone, and typical office supplies.

C. **Limitations on Authority.** The PM shall provide recommendations on the following items for APS approval and authorization:
- Deviations from the Construction Contract Documents.
- Substitutions of materials or equipment.
- Obligation of expenditure of APS funds.
- Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or impact the Task quality.

D. **Typical Responsibilities.**

1. Develop solicitation documents in conjunction with APS procurement staff for Architect selection and participate in selection process.

2. Participate in selection of Construction Manager (CMA or CMR).

3. Solicit proposals and process purchase order for all consultants, contractors, and vendors required for a specific Task. Solicit and process change order documentation for all parties as needed. Review and process all associated invoices.

4. Develop Task schedules, including design and general construction timelines. Ensure that all consultants are made aware of the schedule and adhere to it.

5. Develop Task budget, including both soft costs, hard construction costs, and contingency. Update Task budget, at a minimum monthly, and ensure that Task remains within the funding available.

6. Attend all applicable APS staff meetings, provide regular Task reports to APS Department leadership as required.

7. Manage the consultant team, including Architect/Engineer (A/E), Construction Manager (CM), and other APS consultants, during all Task phases including planning, design, construction, and closeout to ensure quality deliverables are provided in accordance with Project milestone dates. Schedule and participate in all Task team meetings.

8. As applicable, manage the public design committee process with the Building Level Planning Committee (BLPC), Public Facilities Review Committee (PFRC), and the general public in partnership with APS staff. Serve as liaison to the public for the duration of the Project.

9. Coordinate with APS offices including Maintenance, Plant Operations, Transportation, and others to ensure their advice and standards are appropriately reflected in Task designs and that they have participation in the development and sign off on punch list items.

10. Coordinate with appropriate school building leadership and central office staff to ensure that their advice, standards, and preferences are properly reflected in the Task to the extent possible within budget and other constraints.

11. Review the design deliverable documents produced by the A/E and other consultants for completeness, accuracy, and inter-discipline coordination.

12. Schedule and manage all design reviews during the design phase. Schedule and manage the focused design review meetings at the end of each phase of design with APS staff and consultants. Manage APS' document quality.
control procedures associated with the design review comments to ensure response to comments are documented and relevant comments are incorporated into the construction documents.

13. Serve as APS liaison and work with County staff during the permitting process. Oversee permit submissions from consultants and/or APS staff to ensure quality and timely submissions. Maintain general building permit and Use Permit tracking matrices to ensure thorough and timely submissions.

14. Develop pre-qualification and solicitation documents in conjunction with the APS procurement staff for contractor selection. Manage contractor selection process.

15. Reviewing the A/E’s, CM’s, and construction contractor’s requests for payments for alignment to actual progress and recommending approval or modification.

16. Set up Task management software for all consultants and contractors. Provide training to all consultants and contractors on task processes and procedures. Ensure all parties are adhering to procedures and monitor Task documentation.

17. Attend and participate in all construction progress, commissioning and other site meetings as required.

18. Review contractor schedules to ensure achievement of milestone dates.

19. Review contractor change orders and participate in change order negotiations.

20. Manage furniture, furnishings, and equipment (FF&E) selection, procurement, and installation.

21. Provide oversight of contractor work onsite, in conjunction with CM and A/E to ensure contractor quality and compliance with contract documents.

22. Work with Arlington County departments to ensure successful inspections and timely issuance of Certificate of Occupancy. Manage occupancy matrix to ensure all elements required for timely occupancy are provided.

23. Manage all facets of move into facility, including procurement of moving contractor, securing of all materials and equipment needed for move, and scheduling of the moves.

24. Manage Task closeout and ensure that all closeout documentation, such as as-built documentation, Operations & Maintenance manuals, and warranties are complete and accurate. Maintain closeout matrix to track all elements required for complete task closeout.

25. Ensure successful turnover of facility to APS Maintenance, including turnover of closeout documents, fully operational Extended Transition to Operations (ETOP) system, and adequate training and demonstration for building systems.

26. Schedule and manage ninety (90) day BLPC debrief and one-year post occupancy review processes.

E. Disposition of Materials. Upon termination or completion of all Task under the Contract, the PM shall dispose of all materials produced during the performance of the Contract as directed by APS, or as specified in other provisions of the Contract. All materials produced, or required to be delivered under the Contract become and remain the property of APS at the time of their creation or delivery.

F. Services Covered in Lump Price. The list of services described in the PM Standard Scope of Services is not a complete list of the basic services APS will require the PM to perform during the Task. During the Task, the PM may be required to perform various other services for APS within the scope of the Contract. The PM is responsible for performing all such services as required by APS, within the Contract Price, to achieve the Task goals, including, but not limited to, the services described in this PM Standard Scope of Services.
G. **Additional Services.** Any change to the Scope of Services shall be accomplished only by written change order signed by both APS and the PgM. However, APS may issue Unilateral Change Orders (CO) for Additional Services in the event the parties are not able to reach agreement on any change to the Scope of Services. Any Change Order: or Unilateral Change Order shall specify the additional work for the PgM to perform. If there is agreement on the price the Change Order shall state the impact on Contract Price. If there is no agreement, the Unilateral Change Order shall set forth the impact on Contract Price to which APS agrees and PgM shall proceed with the services described subject to the claims provisions of the Terms and Conditions subject to the claims requirements of the Contract Documents. The PgM will price each Change Order and will provide a time of performance determination for APS review and approval. The PgM shall perform the Additional Services upon the direction of APS by CO or Unilateral CO. The Terms and Conditions as applicable of the PgM Contracts apply to Additional Services performed.

**CONSTRUCTION MANAGER AGENT (CMA) STANDARD SCOPE OF SERVICES FOR DESIGN/BID/BUILD PROJECT DELIVERY**

During the course of the Contract between APS and the PgM, CMA services may be requested to assist with Design/Bid/Build Project Delivery. This document contains the standard services for the Construction Manager as Agent (CMA). It is divided into three sections: (I) CMA Responsibilities, (II) Pre-Construction Services, and (III) Construction Services. Section I. CMA Responsibilities include general responsibilities applicable to both sections II. Pre-Construction Services and III. Construction Services. APS currently prefers CMR delivery, but is generally required to utilize Design/Bid Build on a project with a construction value under $10 million.

**I. CMA RESPONSIBILITIES.**

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

B. **Services to be provided.** The CMA will provide Pre-Construction Services, Construction Phase Services, and professional, technical, administrative, and clerical personnel as needed to complete the construction project described in a Task, including, but not limited to, those described in this RFP. The services described or specified shall not constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Fee Schedule shall be used to provide lump sum prices offered in the Task responses based on the Proposal and shall include all services described in this RFP for that Task request, except those specifically designated as additional services. The CMA shall provide additional services on the basis of approved Task or Change Orders.

C. **CMA Staff.**

1. **Core CMA Staff.** The CMA shall assign and dedicate personnel to this Task sufficient in number, and with the requisite expertise and experience, to perform the duties described in the Task as a result of a CMA Contract. The CMA will supplement the core staff as needed throughout all phases with other employees, and/or Subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Task.

Any additional staff required once the Task has begun will be provided at no additional cost to APS. Having adequate CMA staff at all phases of the Project is a requirement of the resulting Contract and is the responsibility of the CMA. APS has the right to request that additional staff with requisite experience be added to the Task at any time at no cost to APS if, in its sole discretion, it feels the Task is under or incorrectly staffed.

**D. Record Keeping and Progress Reports**

1. **Record Keeping.** A primary responsibility of the CMA is to prepare correspondence and other documentation and to maintain accurate and detailed records of the Task’s progress during each Phase, including but not limited to those records which may be deemed relevant to any claims or litigation. The CMA will research and prepare draft submittals for APS and the Architect/Engineer (A/E) in connection with APS’s responsibility for filing
documents required for the approvals of governmental authorities having jurisdiction over the Task.

2. **Progress Reports.** The CMA shall prepare periodic reports for APS to document Task actions and to keep APS's Project Manager apprised of progress. The reports shall cover all relevant topics, including Task Schedule, budget, submittals, Change Orders, clarifications, meetings, and other topics conducive to the success of the Task. The CMA shall maintain frequent contact by email, telephone, site visits, meetings, etc., with all parties involved with the Task and submit prepared progress reports to APS no less than monthly.

E. **Project Schedule.** The CMA will review baseline CPM schedule and monthly schedule updates for completeness and thoroughness of activities, logic, and sequencing and provide comments and recommendations for improvement where applicable.

F. **Meetings.** The CMA will schedule and conduct meetings as necessary for the successful completion of the Task and as directed by APS. In conjunction with meetings, the CMA will schedule and arrange for meeting places; provide advance notice of meetings to attendees; prepare and distribute agenda to all attendees before meetings; and chair meetings, addressing all old and new business, recording minutes, and controlling discussions to focus on results and the resolution of problems.

G. **Office Facilities.** The CMA shall be provided office space onsite to accommodate the staffing provided by the CMA. All facilities shall be provided by the General Contractor (GC) including IT connection, power and lighting, HVAC, bathroom facilities, and furniture. The CMA shall be responsible for any other equipment or supplies required to execute the requirements of the contract, such as computers, printers, etc. The CMA shall be responsible to provide all site personnel with dedicated cellular service with voicemail.

H. **Subcontractors.** The CMA shall be responsible for procurement of subcontractors necessary to execute the requirements of the contract. Reference Part C of this section for additional information.

I. **Limitations on Authority.** The CMA shall provide recommendations on the following items for APS approval and authorization:

- Deviations from the Construction Contract Documents.
- Substitutions of materials or equipment.
- Obligation of expenditure of APS funds.
- Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or impact the Project quality.

J. **Disposition of Materials.** Upon termination or completion of all Work under the Contract, the CMA shall dispose of all excess materials and debris produced during the performance of the Contract as directed by APS, or as specified in other provisions of the Contract Documents. All materials produced, or required to be delivered under the Contract become and remain the property of APS at the time of their creation or delivery.

K. **Additional Services.** Any change to the Scope of Services of a Task shall be accomplished only by written change order signed by both APS and the Contractor. However, APS may issue Unilateral Change Orders (CO) for Additional Services in the event the parties are not able reach agreement on any change to the Scope of Services. Any Change Order or Unilateral Change Order shall specify the additional work for the Contractor to perform. If there is agreement on the price the Change Order shall state the impact on Contract Price. If there is no agreement, the Unilateral Change Order shall set forth the impact on Contract Price to which APS agrees and Contractor shall proceed with the services described subject to the claims provisions of the Terms and Conditions subject to the claims requirements of the Contract Documents. The CMA will price each Change Order and will provide a time of performance determination for APS review and approval. The CMA shall perform the Additional Services upon the direction of APS by Change Order or Unilateral Change Order. The Terms and Conditions and General Conditions as applicable of the CMA Contracts apply to Additional Services performed.

L. **Outreach.** The CMA shall participate in outreach efforts as necessary in order to communicate Task issues with school staff, county staff, and/or general public.

M. **Building Information Modeling.** The CMA shall be familiar with the BIM model in Revit.
II. PART 1 - PRE-CONSTRUCTION PHASE SERVICES

A. General CMA Responsibilities. During the Pre-Construction Phase, the CMA shall expeditiously review the design documents. Design submissions within the Pre-Construction Phase include concept design, schematic design, design development, 65% Construction Documents, 95% Construction Documents, and 100% Construction Documents. The CMA shall work with the A/E, APS, and APS consultants in a cooperative team effort to thoroughly review the documents and provide a complete bid package(s). As part of the A/E’s planning effort, the CMA shall participate with APS and the A/E in advising a potential “Early Start” for construction packages and phasing of the multiple project components. The CMA's principal tasks during the Document Review Phase are as follows:

- Reviewing Documents
- Reviewing and preparing cost estimates
- Preparing and updating proposed construction schedules
- Participating in Value Engineering exercises
- Administer and maintain a design phase quality control software, such as Dr. Checks
- Performing administrative and other services

B. Project Procedures Manual. The CMA shall meet with both APS and the A/E immediately upon notification of selection to develop a Project Procedures Manual. The purpose of the Project Procedures Manual is to establish administrative procedures for guidance to the entire construction team, including APS, General Contractor (GC), A/E, and CMA. This document is not a Contract Document and shall not modify in any way any requirement, provision, term, right or obligation set forth in the Contract Documents.

The CMA shall be responsible for creating and maintaining any revisions to the Project Procedures Manual which will contain, but is not limited to, the following:

1. PURPOSE: statement of purpose of the manual

2. KEY PROJECT PERSONNEL: list of all key personnel, titles, addresses, telephone numbers, brief Project job description – includes CMA, APS, A/E, GC etc.

3. CORRESPONDENCE: list types of written communications, identifying the key personnel responsible for each type of communication, who must be informed and copied, how to document meetings and record telephone conversations or instruction and confirm such, etc.

4. REPORTS TO APS: list the reports, due dates, contents of each, and distribution

5. RELATIONSHIP WITH GC, A/E, APS, and APS CONSULTANTS: the following minimum items are to be covered in order to clarify relationships and responsibilities: Special Conditions, General Conditions, and Supplemental General Conditions, Drawings and Specifications, Substitution Policy, Shop Drawings, Modifications and Changes, Surveys and Testing Laboratories, Proposed Bid Packages, Approved Procurement Documents, Subcontractor Pre-Qualifications, On-Site Inspection, Plan Interpretations, etc.

6. HOME OFFICE RESPONSIBILITIES: List responsibilities to be directed and coordinated by the CMA Construction Executive such as Resource Allocation, Overall Project Schedule and Cost Control, General Home Office Supervision, and what is included.

7. FIELD RESPONSIBILITIES: Responsibility for performance of all work at the job site will be delegated to the CMA Project Manager. List all duties and responsibilities, and supplementary reporting and record requirements.

8. REPORTS AND CORRESPONDENCE SUMMARY: Summarize all the above reference reporting and correspondence procedures, providing index and copy of forms.
C. Document Review. The CMA will participate in all A/E document reviews including, but not limited to, APS, Regulatory, ADA, and Constructability reviews. The CMA shall advise APS of any defects, conflicts, ambiguities, discrepancies, or lack of clarity in contract documents, and/or the applicability of proprietary materials or processes.

1. Submissions. The CMA shall expeditiously conduct reviews appropriate to the level of document development. The CMA will perform document reviews on all A/E submissions. Traditional design is divided into Concept, Schematic, Design Development, and Construction Document Phases. Each submission may require multiple revisions and reviews as a Basic Service before approval by APS. The CMA reviews shall be for the purpose of advising on all design, constructability, and maintainability issues including but not limited to Site use and improvements, selection of materials, availability of long-lead items, building systems and equipment, and construction phasing. The CMA shall perform detailed design reviews of all building systems, including but not limited to, sprinkler systems, fire alarm systems, egress (safety) requirements, security systems, and assure that designs of these systems and elements comply with APS project requirements. The CMA shall also perform detailed technical and code review of all drawings.

2. Types of Document Reviews. APS requires that A/E document submissions undergo the following general types of document review:

   APS Review. APS’s Design & Construction office and other various APS Departments perform a review to ensure that the Design Documents satisfy established functional and space requirements of the Project. The CMA will assist APS in conducting these reviews. This review will include, but is not limited to erosion and sediment controls, stormwater management, LEED/sustainability, construction phasing, and occupied construction, as applicable.

   Constructability Review. The CMA is responsible for expeditiously conducting the constructability review. The required primary elements of the CMA’s constructability review are:
   - Drawings are complete and coordinated among disciplines.
   - Materials, processes, equipment, and labor are available, non-proprietary, and appropriate according to best industry practice and LEED requirements.
   - Defects, conflicts, overlaps, ambiguities, or lack of clarity in documents are identified for correction.
   - Planning for use of the Site accommodates access, logistics, phasing, and storage.
   - Existing conditions are shown correctly and adequately.
   - Protection of historic features to be preserved is adequate.
   - Incorporation of new systems preserves without damage designated historic fabric and features.
   - Requirements of APS design requirements.
   - All required construction work is included in the Contract Documents.
   - Construction details are workable.
   - General Conditions Items are properly addressed.

   Building Envelope & Commissioning Review. APS will use term contract consultants to conduct Design Document reviews and provide comments. The CMA will assist APS in coordinating these reviews and tracking action items.

3. Document Review Reports and Design Review. For all document submissions from the A/E, the CMA shall administer and maintain a design phase quality control software, such as Dr. Checks (supplied by APS), in order to document, track, and manage all design comments/input to ensure they are resolved, responded to, and incorporated into the documents as required. The CMA shall be responsible for entering all issues in the software at each Design Phase, ensuring the A/E team provides a sufficient response to each issue in the software, and back checking to ensure all relevant responses are included in the Construction Phase bid documents. The CMA shall consolidate review comments into a single document review report, including the CMA’s cost estimate review comments and APS review comments. At the completion of each Design Phase, the CMA shall attend and participate in a focussec design review.

D. Progress Document Reviews. During the entire design process, the CMA shall make periodic reviews of the Drawings to advise the designer on design decisions that do not fit within the Project budget or Project Schedule.
These reviews should be performed as required by the Project demands but no less than monthly.

E. **Cost Management.** The CMA will prepare a complete Cost Study at the end of each phase of the design; this includes the concept, schematic, design development, 65% Construction Documents, and 95% Construction Document phases. The CMA’s cost estimate will be used to determine whether the A/E has met their contractual obligation to design the Project within the budget. During development of the Cost Study, the CMA shall work closely with the A/E to understand the various aspects of the design and components of the Project.

Cost Studies shall include the following:

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

The A/E is also required to provide a cost estimate at the end of each design phase. The CMA will work with the A/E to reconcile the cost estimates of the CMA and A/E and ensure that both estimates are based on the same scope and assumptions. Any deviation between the scope and assumptions shall be reported to APS. Following APS approval of the reconciled cost estimate, the CMA shall prepare an expenditure-forecast schedule (Project cash flow) based on the cost estimates. If it appears that the construction cost estimate may exceed the latest approved Project budget, the CMA will make recommendations for corrective action to APS. The CMA shall provide timely advice to APS on cost-reducing alternatives which can be employed without impairing the overall quality level of the projects, and participate in all cost reduction work sessions conducted by APS.

After the CMA develops the first Project cost estimate based on its review of the A/E drawings and commentary, and after each successive design phase Project cost estimate and cost reconciliation, the CMA will produce and maintain a Trending Log to track and show the cost impact to the estimate of Project decisions made during the design phase. The CMA will update the Trending Log and distribute it to the Project team (APS, A/E, etc.) at least every two weeks up until the start of the Construction Document phase, and weekly from the start of Construction Documents (“Plans and Specifications”) until the Construction Documents are approved for construction.

F. **Schedule Control.** Immediately following CMA selection, a Project Schedule, inclusive of both Part 1 (Pre-Construction) and Part 2 (Construction) Work, shall be developed by the CMA. The CMA shall consult APS, the A/E, governing entities, and other Project stakeholders to understand all Project activities and projected timelines. At minimum, the Project Schedule shall be updated monthly thereafter. This Project Schedule shall include, at a minimum, activities for: developing Drawings and Specifications for the various stages of design, CMA estimating activities, preliminary Project construction activities, permitting and other regulatory reviews, various V/E and systems analysis activities, key APS and Project team decisions, and Project milestones.

G. **Staging, Phasing, and Logistic Review.** The CMA shall work with APS and the A/E to establish the limits of construction, routes for deliveries, staging areas, parking areas for construction personnel and/or staff, working hours, pedestrian/vehicular access and egress, erosion and sediment controls, stormwater management, tree protection/preservation, and any other items that affect the areas adjacent to the Project site so as to limit the impact of construction activities to adjacent areas or operations while minimizing Project costs given the Site constraints, including all conditions of the Use Permit. The CMA shall also review the above items as they relate to each phase of the project to ensure all elements are accounted for during each phase of the project.

H. **Cash Flow Forecasts.** The CMA shall provide, at APS’s request, forecasts on anticipated billings for the Project. Such forecasts are for planning purposes only and shall not in any way dictate the actual billings or payments made.
during construction.

I. Record Keeping. The CMA shall maintain file copies of all submissions required for the approvals of governmental authorities having jurisdiction over the Project. The CMA shall maintain file copies of all Design Document submissions and review comments. The CMA will organize, index, and maintain the hard copy paper and computer records so they are easily accessible and retrievable. The CMA shall use the contract and document management software specified by APS.

J. Value Engineering (VE). The CMA shall, after a complete review of the Project program and understanding of the intent of APS and the A/E, provide VE services as described below and offer cost savings suggestions and best value recommendations to APS. All recommendations must be fully reviewed with APS and approved prior to implementation. APS views VE as an ongoing process. The CMA is expected, therefore, to be pro-active and participate on an ongoing basis relative to VE ideas.

VE efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. VE studies shall include life cycle cost analysis as may be required to achieve an appropriate balance between costs, aesthetics and function. VE efforts shall also take into consideration applicable constructability issues. The CMA shall notify, in writing, APS upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous. All VE studies must be provided on a timely basis within the design schedule. VE studies shall be continuous as the design is being developed. The CMA shall maintain a VE log inclusive of VE item description, cost, and Project Team's recommendation (accepted, pending, rejected).

There shall be a major VE study at the Design Development (DD) submission (utilizing the DD documents) which shall include, but not be limited to, the items noted below, conducted and/or provided by the CMA. Although the major VE session is expected at DD, it is not intended to be the only VE discussion; rather it is anticipated that most of the potential VE savings be identified prior to the DD documents:

1. Develop VE concepts for consideration at the session noted in (2) below (it is anticipated that the A/E will be concurrently conducting a similar activity);
2. Brainstorming session(s) with design team;
3. Written cost studies shall be produced and submitted to APS within one (1) week of the final brainstorming session and shall include the original cost of the VE item based on the original design and the cost of the VE item to identify the cost savings or add for each item;
4. Formal presentation of the study to be conducted by the CMA with the Project Team at which time APS will make its VE decisions; it is anticipated that this presentation will be a 1-day effort; and,
5. Formal submission of the VE study document inclusive of a summary of VE items, applicable cost savings, selected items and their corresponding cost savings.

The CMA shall also conduct VE studies during the remainder of the Pre-Construction Phase Services to evaluate specific items as requested by APS.

The CMA takes the lead on this VE effort inclusive of compiling all VE ideas from all Project Team members (A/E, APS, and consultants), determining the applicable dollar value of each and conducting the VE session with the Project Team at which time the team makes its recommendations to APS. When the CMA documents the VE ideas, the CMA is to show how the dollar values were derived for each VE item; that is, documentation of the detailed cost of the Work as originally designed per the current estimate and the detailed estimate of the VE item to determine what cost savings, if any, is projected.

The CMA is to anticipate the need for VE as part of the design schedule; that is, at the commencement of each design phase and the determination of the due dates for the design submittal and associated cost estimate and reconciliation.

Note: As noted above, VE relates to the achievement of an appropriate balance between costs, aesthetics and function. Based on this, VE should be conducted at each design submittal regardless of whether the Project costs are within the designated Project budget; that is, the Project Team needs to confirm that APS is getting the best "value."
K. High-Performance Building, Net-Zero Energy, Water Reclamation and Sustainability. The CMA shall assist with efforts to implement practices and procedures in the contract documents to meet APS’s high performance building goals, which may include, but is not limited to, achieving net-zero energy, water reclamation and reuse, WELL Building Standard certification & LEED Platinum, Gold or Silver certification. Specific Project goals that impact the CMA include:

- Coordination of all trades and Work required to meet or exceed the building performance model(s).
- Oversight and verification of the data required to be captured from all building systems specified and controlled and relayed to the Building Automation System and Building Dashboard system.
- Coordination and oversight of the building envelope construction and testing
- Coordination of Subcontractors (waste haulers) related to Construction and Demolition Waste Management.
- Coordination of Subcontractors related to compliance with a Construction Indoor Air Quality Management Plan.
- Special Substitution Requests for WELL and LEED Initiatives.
- Compliance with Specified Material and Documentation Requirements Related to the Use of Recycled-Content Materials; Use of Locally/Regionally-Manufactured Materials; Use of Low-Emitting Materials; and Use of Certified Wood Products.

Note that Commissioning will be performed by an independent 3rd party commissioning agent, in accordance with net-zero energy, WELL & LEED requirements.

The CMA shall help ensure that the requirements related to these goals, as defined in the Project Specifications, are implemented to the fullest extent. Substitutions or other changes to the Work shall not be allowed if such changes substantially compromise the specified Building Performance Criteria.

L. Quality Control Program. The CMA shall help develop a quality control program to be incorporated into the Project Specifications.

M. Safety Program. The CMA shall help develop a safety program to be incorporated into the Project Specifications.

N. Extended Transition to Operations Protocol (ETOP). The CMA shall assist with implementing ETOP into the Construction Documents.

O. Use and Building Permits. The CMA shall assist in preparing documents for Use Permit and Building Permit submission and in obtaining Use Permit and Building Permit approval from the Arlington County Government.

P. Procurement Services. The CMA shall assist APS and the A/E with pre-qualification of general contractors. The pre-qualification process will included assisting with the Request for Qualifications (RFQ) solicitation, site visits, pre-proposal conference, solicitation addenda, review of proposals, and short listing of approved GCs. The CMA shall also assist APS and the A/E with Invitation for Bid (IFB) solicitation, site visits, pre-bid conference, solicitation addenda, evaluation of bids from pre-qualified GCs, review of proposed subcontractors, and any negotiation with the apparent low bidder that may be required. The CMA shall also participate in outreach to the contracting community to help ensure adequate bid coverage.

Q. Services Covered in Lump Sum Price of Task. The list of services described in Pre-Construction Phase Services, is not a complete list of the Basic Services APS will require the CMA to perform during the Pre-Construction Phase. During the Pre-Construction Review Phase, the CMA may be required to perform other various tasks for APS within the scope of the Pre-Construction Phase Contract. The CMA is responsible for performing all such services as required by APS, within the Contract Price, to achieve the Project goals, including, but not limited to, the services described in this Pre-Construction Phase Services and Standard CMA Services.

III. PART 2 - CONSTRUCTION PHASE SERVICES.

A. General CMA Services. The performance period for the CMA’s Construction Phase Services extends beyond the date of construction completion. The CMA shall continue services through to Project completion and final acceptance, including punchlist verification.
The following is a partial list of Construction Phase Contract administration activities that the CMA shall perform in cooperation with the A/E and Commissioning Agent:

- Keeping project records
- Reporting progress monthly
- Reviewing schedules to ensure compliance with the Project Schedule
- Conducting meetings
- Monitoring processing of submittals
- Reviewing in-progress payments
- Monitoring contractor compliance with contractor safety plan
- General monitoring and inspecting for contract compliance and quality
- Scheduling, coordinating, and monitoring 3rd party testing and inspections
- Confirming existing conditions
- Reviewing Subcontractor requests for information (RFIs) and A/E answers
- Reviewing, managing, and negotiating contractor change orders
- Processing Subcontractor contract change orders
- Maintaining postsec set of drawings and specifications
- Monitoring contractor photographic services
- Reviewing and monitoring of construction sequencing and phasing
- Coordinating construction phasing with APS staff and building occupants
- Tracking of Use Permit conditions and submissions to county
- Reviewing and tracking of LEED documentation
- Reviewing Coordination Drawings
- Assisting with Community liaison activities
- Assisting with procurement of permits
- Coordinating and monitoring AHJ inspections
- Monitoring and tracking inspection and certificate of occupancy approvals
- Monitoring contractor compliance with Arlington County erosion and sediment controls and stormwater management
- Monitoring contractor compliance with safety and quality control plans
- Coordinating with APS forces, vendors, contractors, and consultants
- Assisting with Extended Transition to Operations Protocol (eTOP) integration

B. Record Keeping. The CMA will maintain at the Project Site, on a current basis, one record copy of all Contract Documents and records, including copies of all correspondence, submittals, progress reports, inspection reports, and related documentation throughout the duration of construction. The CMA will maintain the hard copy paper and computer files according to a filing system provided by or agreeable to APS. The CMA will turn these documents and files over to APS for record purposes as a condition precedent to close out of the Construction Phase Contract. The CMA shall use APS contract and document management software for record keeping. Examples of documents and files to be maintained (but not limited to) are:

- Correspondence
- Annotated submittals, including approved shop drawings, product data, and samples
- Formal and pending Construction Phase Contract Change Orders and directives with documentation
- Value engineering change proposals
- Claims and supporting documentation
- Minutes from progress meetings
- Budget records to include invoices and supporting documentation
- Documentation of all clarifications and decisions
- Documentation of all dust, noise, fumes or vibrations complaints and their resolution
- Inspection and progress reports
- CMA's monthly status reports
- Drawings and Specifications updated on a current basis to record changes and selections made
- Addenda and Modifications
- Phone logs and memos
- Expense records
- Project photographs
- Commissioning paperwork and certifications
- Subcontractor criminal certifications
- Security badge log
- Project Schedule update
- Project closeout implementation

The CMA will review any surveys and make recommendations to APS for approval or rejection.

C. Progress Reporting. The CMA shall keep accurate and detailed written records of Project progress during all stages of construction. The CMA will prepare progress reports in the format and frequency required by APS, which shall include information on each Subcontractor and its work, as well as the entire Project. APS will provide or approve formats for periodic status reports, including daily diaries, weekly reports, monthly status reports, etc. The CMA will maintain a detailed daily diary of all events that occur at the Site or elsewhere, which affect, or may be expected to affect, Project cost, quality, scope, or progress. The CMA’s daily diary shall contain at a minimum a record of the weather, each Subcontractor’s work on the site, number of workers, identification of equipment and deliveries, work accomplished, problems encountered, and other similar relevant data as APS may require. The CMA will submit weekly reports to APS and A/E on the status of construction, including updated copies of all logs maintained at the Site for Subcontractor and Construction Phase Contract Change Orders, claims, submittals, etc. The CMA will submit monthly reports by the 5th Working Day of each month in 8 1/2" x 11" format including the following information:
  - Review and analysis of the monthly project schedule update
  - Percentage of construction in place, planned and actual, for each Subcontractor and the total Project
  - Inspection report, list of inspections that the Contract Documents require, and deficiencies, delays, and omissions
  - Summary of outstanding and potential problems and issues, including notices of intent to file claims
  - Summary of issues resolved, decisions reached, clarifications, instruction, commissioning etc.
  - Summary report on submittals
  - Progress Photos documenting ongoing work during the reporting period
  - Minutes from meetings held during the month
  - Change Order log
  - Request for Information log
  - Deficiency log
  - MS4 certification/compliance

APS will identify other required reports such as on-Site logs and will furnish or approve formats. Progress reports will always be available to APS and A/E, and the CMA shall turn them over to APS upon request and at completion of the Contract.

D. Schedule Control. The GC shall be wholly responsible for the schedule and ensuring that the project schedule is maintained and executed. The GC shall generate a baseline CPM schedule and monthly CPM schedule updates. The GC is required to continuously monitor actual progress against the Project Schedule and identify any delays or potential delays. If the GC encounters or anticipates delays, it is required to recommend recovery actions to APS’s Project Manager to mitigate the delays and implement approved, remedial measures.

The CMA shall review and provide comment on the Project CPM Schedule, monthly CPM Schedule Updates, and Recovery Schedules. The CMA shall also provide recommendations for delay mitigation, if necessary.

E. Meetings. The CMA will conduct a Preconstruction Conference. The CMA will coordinate, schedule, and conduct: 1) weekly progress meetings; and 2) other meetings that APS deems necessary to discuss such matters as procedures and scheduling. The CMA shall prepare and promptly distribute minutes from each meeting to APS and the construction team.

F. Safety. The CMA shall review and become familiar with the safety program and its’ implementation and advise APS when it is not being adhered to or enforced.
G. **Inspection.** The GC shall have the overall responsibility for scheduling, coordinating, and inspecting all GC's Subcontractors' workmanship, materials, and equipment to ensure strict compliance with requirements of the Contract Documents (including the Drawings and Specifications, subsequent Contract Change Orders, and approved submittals). The GC shall coordinate with APS third party inspectors and Arlington County inspectors.

Throughout construction the CMA shall maintain an up-to-date list of defects, deficiencies, delays, and omissions as well as corrective actions taken. The CMA shall provide general site quality oversight, monitor GC compliance with their quality control program, review GC and consultant deficiency logs, and monitor corrective action. The CMA shall also produce and maintain a county inspection matrix that tracks all relevant trade and building permits, as well as Use Permit conditions, that must be completed or approved, in order to gain various all Certificates of Occupancy associated with the project.

H. **Monitor Testing.** The CMA shall contract with an approved 3rd Party testing and inspection agency for all testing and inspections as required by Arlington County's Special Structural Inspection (SSI) requirements. The CMA will identify all tests and inspections required by the Contract Documents and SSI requirements to be performed by the 3rd Party agency, prepare a complete testing and inspection schedule, and provide this information to the GC for inclusion in the Project Schedule. The CMA's responsibilities with regard to testing and inspection shall include:

- Coordination with GC and testing/inspection agency for scheduling of tests and inspections.
- Witnessing required tests and inspections to verify they are conducted properly and as scheduled.
- Reviewing test/inspection and retesting/re-inspection results and documenting with Contract Documents.
- Retaining test/inspection and retesting/re-inspection records
- Summarizing significant test and inspection results in progress reports.
- Submission of test and inspection reports to project team and AHJ
- Notifying immediately APS of test and inspection failures and, with A/E, planning corrective actions
- Maintaining a Deficiency Log of corrective actions.
- Overseeing corrective actions and retesting/re-inspection until issue resolution.

I. **Requests for Information (RFI).** The CMA shall coordinate responses from the A/E and APS to the GC's requests for information. The CMA will consult with the A/E and APS on technical matters, including requests for interpretations of the meaning and intent of the Drawings and Specifications, or with APS on administrative matters. The CMA is responsible for facilitating information requests to keep response times to a minimum. The CMA will maintain copies of the final answers to information requests as part of the Project records.

J. **APS Furnished Materials and Equipment.** The CMA shall arrange for the delivery, storage, and security for APS furnished materials and equipment.

K. **SWM Certification.** An onsite CMA team member shall hold and maintain for the duration of the Project the Virginia Department of Environmental Quality (VDEQ) Erosion and Sediment Control (E&SC) and Storm Water Management (SWM) inspector certification. Per the certification, this member shall monitor proper record keeping of the Storm water Pollution Prevention Plan (SWPPP) by the GC, participate in the GC's self-inspections of the Site at least every four (4) days, and monitor compliance with APS' Municipal Separate Storm Sewer System (MS4) Permit as it relates to Site storm water runoff control and proper E&SC.

The GC shall provide on-Site personnel certified for and designated as the Registered Land Disturber (RLD). The GC shall be responsible for SWPPP submission and compliance, and the regular site inspections required, as well as installation and maintenance of all erosion and sediment controls.

L. **Contract Change Orders.** The CMA shall issue all such change directives to the GC as are required, upon direction from APS.

The CMA, with assistance from the A/E and APS, shall have primary responsibility for review and negotiation of all proposed change orders. The CMA shall maintain an exposure log which includes all known and potential change orders, as well as estimates for each, in order to track total APS exposure. Once change orders have been negotiated, the CMA shall collect them into change order packages for final signature of the GC, A/E, and APS.
M. **Photography.** The GC shall provide preconstruction photographs, periodic construction photographs, and other APS-directed construction photographs. Before commencement of demolition, the GC shall take preconstruction photographs of the Project site and surrounding property, including existing items to remain during construction, from different vantage points, as directed by APS and as required by the Use Permit. The GC shall provide periodic construction photographs showing the full scope of ongoing Work; these shall be no less than twenty (20) photographs monthly. From time to time, APS or Owner's Representative will instruct the GC about number and frequency of photographs and general directions on vantage points. Photographs shall be in electronic format, organized and identified by location and/or trade, and date. Photographs in electronic format shall be turned over for record purposes at Project close-out.

The CMA shall also provide pre-construction photographs or witness and concur with the GC's pre-construction photographs, for purposes of accurately documenting existing site conditions. The CMA shall also be responsible for construction photographs of items that may be the subject of Subcontractor claims, or that require documentation.

N. **Project Commissioning.** APS will engage 3rd party commissioning agents (CxA) to conduct enhanced commissioning of building systems. Prior to this, the GC shall coordinate a systematic process to ensure that the mechanical, electrical and plumbing (MEP), audio-visual, security, communications, and all other systems are fully functional in accordance with the design intent generated by the Contract Documents and APS's operational needs, and the personnel charged with maintaining and operating them are trained (not merely familiarized) to perform operation and maintenance. The GC will ensure all necessary approvals exist prior to equipment procurement and subsequent installation. The GC will coordinate and chair pre-installation meetings for major MEP, structural and building envelope as well as other systems and equipment. The GC will coordinate and participate, along with the A/E, in each Subcontractor's initial equipment testing and final systems testing, start-up demonstrations, and training for utilities, operational systems, and equipment with the A/E, Construction Manager Advisor and APS' operations and maintenance personnel. The GC shall prepare all minutes of these items and prepare documentation of the actions, activities, and results obtained. All training will be video-taped, and tapes will be provided to APS as a component of the Operations and Maintenance Manuals.

The CMA shall coordinate CxA as needed, attend and participate in commissioning meetings, and monitor commissioning deficiency reports to ensure resolution of issues. The CMA shall track all commissioning activities to ensure they occur in a complete and timely fashion.

O. **Extended Transition to Operations Protocol (eTOP).** The CMA shall be responsible for providing all services required for a fully functioning project using existing APS Maintenance eTOP software, including input of all required Operations & Maintenance (O&M) information from submittals into the software database, and bar coding of all relevant equipment.

P. **Project Closeout.** As a condition precedent to Final Completion and final payment, the GC is responsible for compliance with all contract closeout requirements, including punchlist completion.

The CMA shall monitor all closeout activities and ensure timely completion by the GC via a closeout matrix which will track all warranties, Operations & Maintenance manuals, final TAB report, APS turnover items, APS training, As-built drawings and specifications, and any other closeout items or documents required by contract. The CMA shall also monitor punchlist completion and assist in punchlist verification.

Q. **Progress Payments.** The CMA shall review GC schedule of values for completeness, accuracy, and for practical use during review of payment applications. The CMA shall also review and provide comment on all GC payment applications, in conjunction with the A/E, to ensure proper billing of scheduled values on a monthly basis.

R. **Submittal review.** The CMA shall generally track the submittal submission and review process to ensure submittals are being processed in a timely fashion and are in accord with contract requirements. The CMA shall review the GC's submittal schedule for completeness and accuracy.
CONSTRUCTION MANAGER ADVISOR (CMAd) STANDARD SCOPE OF SERVICES FOR CONSTRUCTION MANAGEMENT-AT-RISK (CMR) PROJECT DELIVERY

During the course of the Contract between APS and the PgM, Construction Manager Advisor (CMAd) services may be requested to assist with Construction Management at Risk (CMR) Project Delivery. This document contains the standard services for the CMAd for those projects on which APS will be using the CMR delivery method. It is divided into three sections: (I) CMAd Responsibilities, (II) Pre-Construction Services, and (III) Construction Services. Section I. CMAd Responsibilities include general responsibilities applicable to both sections II. Pre-Construction Services and III. Construction Services.

This work is envisioned as an advisory position where the CMAd monitors the project; teaming with and advising APS on the progress of the project. The CMAd may be requested to provide additional scheduling, project management and estimating services resources as directed by APS during the design and construction phases of the project as additional services.

I. CMAd RESPONSIBILITIES.

A. General Responsibilities. The CMAd shall perform all the services required under the CMAd Contract as directed in writing by APS using Task requests and as specified in any resulting Change Order amendment to the Agreement between the CMAd and APS. The CMAd is responsible for providing the management, quality control, budget control, schedule control, and administrative tasks defined in order to perform the services in an expeditious and economical manner consistent with the CMA Contract and the best interests of APS.

B. Services to be provided. The CMAd will provide services during the Pre-Construction Phase Services, Construction Phases Services, and professional, technical, administrative, and clerical as defined in a Task amendment to the Agreement between the CMAd and APS.

C. CMAd Staff. It is envisioned that the majority of this work will be accomplished by one full-time staff member supplemented by part-time staff and Senior Executive as defined. Support of schedulers or estimators and additional staff will be provided as needed and approved in writing by APS under an allowance structure or Change Order to the Agreement when determined to be required.

1. Core CMAd Staff. The CMAd shall assign and dedicate personnel to this Project sufficient in number, anc with the requisite expertise and experience, to perform the duties described in the Task as a result of a Contract. The CMAd will supplement the core staff as needed throughout all phases with other employees, and/or Subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Project.

Any additional staff required once the Task has begun will be provided at no additional cost to APS. APS retains the right to request additional staff with requisite experience be added to the Work at any time at no cost to APS if, in its sole discretion, it feels the Project is underor incorrectly staffed.

D. Record Keeping and Progress Reports. A primary responsibility of the CMA is to review project correspondence and other documentation to advise APS of Project's progress during each Phase, including but not limited to those records which may be deemed relevant to any claims or litigation. The CMA d will Advise APS of any and all project correspondence and other documentation such as submittals, RFIs, change directives, change management documentation, meeting minutes, daily reports, progress reports, etc., which are not timely, current, and up to date. The CMA d shall also review the CMR's onsite set of posted drawings and specifications to make sure they are up to date.

E. Project Schedule. The CMA d will review baseline CPM schedule and monthly schedule updates for completeness and thoroughness of activities, logic, and sequencing and advise APS with recommendations for improvement where applicable.
F. **Meetings.** The CMAd will attend and participate in progress, subcontractor, and other project meetings as necessary for the successful completion of the Project and as directed by APS, to assist in resolution of problems.

G. **Office Facilities.** The CMAd shall be provided office space onsite to accommodate the staffing provided. All facilities shall be provided by the CMR including IT connection, power and lighting, HVAC, bathroom facilities, and furniture. The CMAd shall be responsible for any other equipment or supplies required to execute the requirements of the contract, such as computers, printers, etc. The CMAd shall be responsible to provide all site personnel with dedicated cellular service with voicemail.

H. **Subcontractors.** The CMAd shall be responsible for procurement of subcontractors included in the Project or Task Order or authorized by Change Order.

I. **Limitations on Authority.** The CMAd shall advise and make recommendations on the following items to APS Project Managers:
   - Deviations from the Construction Contract Documents.
   - Substitutions of materials or equipment.
   - Obligation of expenditure of APS funds.
   - Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or impact the Project quality.

J. **Disposition of Materials.** Upon termination or completion of all Work under the Contract, the CMAd shall dispose of all excess materials and debris produced during the performance of the Contract as directed by APS, or as specified in other provisions of the Contract Documents. All materials produced, or required to be delivered under the Contract become and remain the property of APS at the time of their creation or delivery.

K. **Outreach.** The CMAd shall participate in outreach efforts as necessary in order to work with APS to communicate project issues with school staff, county staff, and/or general public.

II. **PART 1 - PRE-CONSTRUCTION PHASE SERVICES**

A. **General CMAd Responsibilities.** During the Pre-Construction Phase, the CMAd shall assign a senior level staff member who expeditiously review the design documents to become familiar with the project. The CMAd shall also review and familiarize themselves with the project budget, construction schedule, project phasing, and QA/QC Plans. In addition, the CMAd shall assist in the bid packaging and bidding process.

B. **Project Procedures Manual.** The CMAd shall review and become familiar with the Project Procedures Manual, which will have been developed by the CMR in conjunction with APS and the A/E. The purpose of the Project Procedures Manual is to establish administrative procedures for guidance to the CMR in the performance of CMR services. During construction, the CMAd shall monitor procedures to ensure all Project team members are operating in accord with the Manual.

C. **Document Review.** The CMR will participate in all A/E document reviews including, but not limited to, APS, Regulatory, ADA, and Constructability reviews and shall advise APS of any defects, conflicts, ambiguities, discrepancies, or lack of clarity in contract documents, and/or the applicability of proprietary materials or processes.

D. **Progress Document Reviews.** The CMR shall provide Progress Document Reviews.

E. **Cost Management.** The CMR shall provide timely advice to APS on cost reducing alternatives which can be employed without impairing the overall quality level or schedule of the projects.

F. **Schedule Control.** The CMR shall produce a Project Schedule, inclusive of both Pre-construction and Construction work.

G. **Staging and Logistic Review.** The CMR shall work with APS and the A/E to develop the site staging and logistics.

H. **Cash Flow Forecasts.** The CMR shall provide forecasts on anticipated billing for the Project.
1. **Record Keeping.** The CMR shall maintain file copies of all documents needed for AHJ approval related to permits, as well as all design document submissions and review comments.

2. **Value Engineering (VE).** The CMR shall provide VE services and offer cost savings suggestions and best value recommendations to APS.

3. **High-Performance Building, Net-Zero Energy, Water Reclamation and Sustainability.** The CMR shall implement practices and procedures to meet APS' high performance building goals. The CMAd shall become familiar with strategies employed to achieve project goals for sustainability. During construction, the CMAd shall generally monitor CMR compliance with these goals.

4. **Quality Control Program.** The CMR shall develop a quality control program to be incorporated into the project specifications.

5. **Safety Program.** The CMR shall develop a safety program to be incorporated into the project specifications.

6. **Extended Transition to Operations Protocol (ETOP).** The CMR shall assist with implementing ETOP into the construction documents. The CMAd shall review and become familiar with project ETOP goals and monitor CMR compliance during construction.

7. **Use and Building Permits.** The CMR shall assist in obtaining Use Permit and Building Permit approval.

8. **Design Assist Packages.** The CMR shall be provided with defined allowances for selected packages where they will be recommending trade contractors, suppliers and/or manufactures to provide design assistance to the project where specific systems will be designed for the project and incorporated into the project by the A/E. The CMAd shall review the packages and proposals advising APS on any adjustments that may be required in their opinion.

9. **GMP and Procurement Services.** The CMAd will assist with reviewing bid packages and with ensuring bid package coverage. The CMAd will be a full participant in the qualification, evaluation, and selection of trade package Subcontractors. The CMAd shall also assist with evaluation and provide recommendations regarding the GMP from the CMR.

The CMR will provide the services described here including, but not limited to, the following. The CMAd shall assist as noted:

1. **Procurement Schedule.** The CMR shall expeditiously prepare a Procurement Phase plan and estimated procurement schedule, to include all planned Subcontractor packages, any anticipated groupings of packages, all potential Officers and/or Bidders listed by package, and all activities necessary to award all construction Subcontractor, equipment, and material contracts including Pre-Proposal and Pre-Bid Conferences. The CMAd shall review and provide recommendations for improvements.

2. **Long Lead Items.** The CMR shall identify, expedite, and coordinate with all Subcontractors and/or suppliers the ordering and delivery of any materials requiring a long lead time and/or mock-ups to review technical and aesthetic criteria. Long lead items are defined as items which may affect the orderly and timely completion of the Project or any component thereof. The CMAd shall review and provide recommendations for improvements.

3. **Prequalification.** The CMR will administer the prequalification of prospective Subcontractors for certain critical construction packages, subject to final approval by APS. Prequalification criteria shall include experience, past performance, financial capability, technical capability, and quality capability. The CMAd shall review and provide recommendations for improvements.

4. **Marketing.** The CMR shall procure Subcontractor packages by competitive bidding to the maximum extent practicable. In addition, the CMR will canvas the market to evaluate contractor interest, prequalify and prepare a source list of potential equipment and material vendors and construction subcontractors for APS. The CMR shall document all contacts made as part of this process. At the request of APS, the CMR will
suggest strategies for expanding competition by stimulating more contractor interest. The CMAd shall review and provide recommendations for improvements.

5. Addenda/Amendments. The A/E will prepare Construction Document addenda/amendments, with the assistance of the CMR and APS, for the construction Subcontractors as necessary and in response to the CMR’s request for information and/or clarification. The CMAd shall review Construction Document addenda/amendments and advise APS of any irregularities noted.

6. Bid/Proposal Evaluation. The CMR will prepare technical analyses of Subcontractor bids and proposals, compare and evaluate the bids and proposals, and make recommendations to APS regarding award by the CMR of the equipment and material contracts, Construction Subcontracts, and any additive bid items. The CMAd shall assist APS in the review and evaluation of bids and also provide recommendations to APS regarding award or subcontractors.

7. Negotiation. The CMR will provide all support and conduct equipment, material, and construction Subcontractor negotiations, if necessary, before finalizing the corresponding Subcontract(s). The CMAd shall assist APS in subcontractor negotiations with the CMR.

8. Distributing Information. The CMR will distribute all information to potential Subcontractors as required for marketing.

R. Services Covered in Lump Sum Price. The previous listing of services is a general scope of work envisioned for the CMAd during the Pre-Construction Phase of a project. The CMAd shall include all services in listed in a Task during the Pre-Construction Phase provided for a specific project. During the Pre-Construction Review Phase, the CMAd may be required to perform other various tasks for APS within the scope of the Pre-Construction Phase Contract. The CMAd is responsible for performing all services defined in the Task. All work required by APS, shall be included within the amended Contract Price, to achieve the Project goals, including, but not limited to, the services described in this Pre-Construction Phase Services and Standard CMAd Services.

III. PART 2 - CONSTRUCTION PHASE SERVICES. The CMAd shall be on site full time with the intent to observe and bring any concerns to the attention of APS as well as the CMR.

A. General CMAd Services. The CMAd shall provide full time onsite personnel during the construction phase to monitor the performance of the CMR in execution of the contract. The CMAd shall monitor the Work to be performed by all of the Subcontractors through to Project completion and final acceptance, including punchlist work. The CMAd shall monitor the Project schedule to ensure that the Subcontractors furnish materials and perform the Work in strict compliance with the Contract Documents.

The CMAd shall advise APS if work is not being executed promptly or if corrective work is required, whenever such action may be necessary in its opinion to ensure the proper execution of the Contract Documents and/or to protect the interests of APS. The CMAd will also be required to be familiar with and use all project management software used by the project team.

The following is a partial list of Construction Phase Contract administration activities that the CMR shall perform, and for which the CMAd shall provide oversight, in cooperation with the A/E and commissioning agent for all Subcontracts bringing concerns to the attention of APS and the CMR concurrently:

- Keeping records
- Reporting progress monthly
- Controlling schedules to ensure compliance with the Project Schedule
- Conducting meetings
- Processing submittals
- Processing progress payments
- Coordinating/scheduling/monitoring safety
- Inspecting
- Monitoring testing
Confirm existing conditions
- Reviewing and managing Subcontractor requests for information (RFIs)
- Reviewing, managing and negotiating Subcontractor change orders
- Processing Subcontractor contract change orders
- Maintaining as-built Drawings
- Performing photographic services
- Coordination of construction sequences and phases
- Generation and presentation to APS of construction phasing
- Use Permit responses
- LEED documentation
- Coordination Drawings
- Community liaison activities
- Procurement of trade permits
- Schedule and coordinate AHJ inspections
- Procurement of inspection and certificate of occupancy approvals
- Ensure compliance with Arlington County erosion and sediment controls and stormwater management
- Ensure compliance with safety and quality control plans
- Coordination with APS forces, vendors, contractors, and consultants
- Extended Transition to Operations Protocol (eTOP) integration

B. Record Keeping. The CMR will maintain at the Project Site, on a current basis, one record copy of all Contract Documents and records, including copies of all correspondence, submittals, progress reports, inspection reports, and related documentation throughout the duration of construction. The CMR will maintain the hard copy paper and computer files according to a filing system provided by or agreeable to APS. The CMR will turn these documents and files over to APS for record purposes as a condition precedent to close out of the Construction Phase Contract. The CMR shall use APS contract and document management software for record keeping.

The CMAd shall periodically check all record keeping documents to ensure that they are complete and up to date and notify APS of any irregularities, omissions or delays in the records.

C. Progress Reporting. The CMR shall keep accurate and detailed written records of Project progress during all stages of construction. The CMR will submit daily reports that summarize weather, work performed, equipment, materials, and manpower, and materials. The CMR will submit weekly reports to APS and A/E on the status of construction, including updated copies of all logs maintained at the Site for Subcontractor and Construction Phase Contract Change Orders, claims, submittals, etc. The CMR will submit monthly reports by the 5th Working Day of each month. APS will identify other required reports such as on-Site logs and will furnish or approve formats.

The CMAd shall periodically check progress reporting to ensure it is factual and timely. The CMAd shall keep a daily log of activities on site, including documentation of weather, manpower, equipment, work progressed, and any issues or events that occur.

D. Schedule Control. The CMR shall be wholly responsible for the schedule and ensuring that the project schedule is maintained and executed. The CMR shall generate a baseline CPM schedule and monthly CPM schedule updates. The CMR will continuously monitor actual progress against the Project Schedule and identify any delays or potential delays. If the CMR encounters or anticipates delays, it will recommend recovery actions to APS's Project Manager to mitigate the delays and implement approved, remedial measures.

The CMAd shall review and provide comment on the Project CPM Schedule, monthly CPM Schedule Updates, Recovery Schedules, and delay mitigation, as necessary. Should a detailed review be determined to be required or desired by APS the CMAd may be requested to utilize the services of a Scheduler as an additional service provided as a Change Order or deducted from allowance if provided in the Task Work Order.

E. Meetings. The CMR will conduct a Preconstruction Conference. The CMR will coordinate, schedule, and conduct: 1) weekly progress meetings; and 2) other meetings that APS deems necessary to discuss such matters as procedures and scheduling. The CMR shall prepare and promptly distribute minutes from each meeting to APS.
The CMAAd shall participate in all required meetings, including meetings with A/E, CMR and subcontractors, school staff and operating personnel, county inspectors, and the community. The CMAAd shall also review all meeting minutes to ensure accuracy and completeness.

F. Safety. The CMAAd shall review and become familiar with the safety program and its’ implementation and advise APS when it is not being adhered to or enforced. The CMAAd shall not be responsible for establishing, maintaining or managing the safety program which shall remain as the sole responsibility of the CMR.

G. Inspection. The CMR shall have the overall responsibility for scheduling, coordinating, and inspecting all of the Subcontractors’ workmanship, materials, and equipment to ensure strict compliance with requirements of the Contract Documents (including the Drawings and Specifications, subsequent Contract Change Orders, and approved submittals). The CMR shall coordinate with APS third party inspectors and Arlington County inspectors. Throughout construction the CMR will maintain an up-to-date list of defects, deficiencies, delays, and omissions as well as corrective actions taken.

The CMAAd shall provide general site quality oversight, monitor CMR compliance with their quality control program, review CMR and consultant deficiency logs for completeness and accuracy, and monitor corrective action. The CMAAd shall also produce and maintain a county inspection matrix that tracks all relevant trade and building permits, as well as Use Permit conditions, that must be completed or approved, in order to gain various all Certificates of Occupancy associated with the project.

H. Monitor Testing. The CMAAd shall contract with an approved 3rd Party testing and inspection agency for all testing and inspections as required by Arlington County’s Special Structural Inspection (SSI) requirements. The CMAAd will identify all tests and inspections required by the Contract Documents and SSI requirements to be performed by the 3rd Party agency, prepare a complete testing and inspection schedule, and provide this information to the CMR for inclusion in the Project Schedule. The CMAAd’s responsibilities with regard to testing and inspection shall include:

- Coordination with CMR and testing/inspection agency for scheduling of tests and inspections.
- Witnessing required tests and inspections to verify they are conducted properly and as scheduled.
- Reviewing test/inspection and retesting/re-inspection results and documenting with Contract Documents.
- Retaining test/inspection and retesting/re-inspection records.
- Summarizing significant test and inspection results in progress reports.
- Submitting test and inspection reports to project team and AHJ.
- Notifying immediately APS of test and inspection failures and, with A/E, planning corrective actions.
- Maintaining a Deficiency Log of corrective actions.
- Overseeing corrective actions and retesting/re-inspecting until issue resolution.

I. Requests for Information (RFI). The CMR shall coordinate responses from the CMR, A/E, and APS to the Subcontractors’ RFIs. The CMR will consult with the A/E and APS on technical matters, including requests for interpretations of the meaning and intent of the Drawings and Specifications, or with APS on administrative matters. The CMR is responsible for facilitating information requests to keep response times to a minimum. The CMR will maintain copies of the final answers to information requests as part of the Project records.

The CMAAd shall review RFIs and provide comments as appropriate.

J. APS Furnished Materials and Equipment. The CMR shall arrange for the delivery, storage, and security for APS furnished materials and equipment.

The CMAAd shall coordinate APS furnished material, equipment, vendors, consultants as needed, coordinating with the APS Project Manager.

K. SWM Certification. The GC contracted under the GNP shall hold and maintain for the duration of the Project the Virginia Department of Environmental Quality (VDEQ) Erosion and Sediment Control (E&SC) and Storm Water Management (SWM) inspector certification. Per the certification, this member shall ensure proper record keeping of the Stormwater Pollution Prevention Plan (SWPPP) by the GC, conduct self-inspections of the Site at least every four (4) days, and ensure compliance with APS’ Municipal Separate Storm Sewer System (MS4) Permit as it relates to Site
storm water runoff control and proper E&SC. The CMR shall also provide on-Site personnel certified for and
designated as the Registered Land Disturber (RLD).

The CMR shall have one on-site personnel who is SWM certified. The CMAd shall generally monitor SWPPP and
MS4 compliance.

L. **Contract Change Orders.** The CMAd shall issue all such change directives to the CMR as required, upon direction
from APS.

The CMAd shall maintain a Change Management log to account for any and all actual or potential financial exposure.
The CMAd shall review and provide comment for all Proposed Change Orders (PCO) and shall assist APS with all
PCO negotiations. The CMAd shall review PCO’s for completeness and advise APS on Change Orders. The CMAd
shall provide independent estimates for all PCOs and for other items as requested by APS as a Change Order or
deducted from an allowance if provided in the Task Work Order.

M. **Photography.** The CMR is responsible for procuring at its expense construction photographs of items that may be the
subject of Subcontractor claims, or that require documentation. The CMR shall also provide preconstruction
photographs, periodic construction photographs, and other Owner-directed construction photographs.

Before commencement of demolition, the CMR shall take preconstruction photographs of the Project site and
surrounding properties, including existing items to remain during construction, from different vantage points, as
directed by the Owner and as required by the Use Permit. The CMAd shall accompany the CMR during
preconstruction photography to ensure all relevant conditions are documented.

The CMR shall provide periodic construction photographs showing the full scope of ongoing Work; these shall be no
less than twenty (20) photographs monthly. From time to time, the Owner or Owner’s Representative will instruct the
CMR about number and frequency of photographs and general directions on vantage points. Photographs shall be in
electronic format, organized and identified by location and/or trade, and date. Photographs in electronic format shall
be turned over for record purposes at Project close-out.

The CMAd shall monitor project photography, review albums provided for completeness of record, and ensure project
archive is being maintained.

N. **Project Commissioning.** APS will engage 3rd party commissioning agents (CxA) to conduct enhanced
commissioning of building systems. Prior to this, the CMR shall coordinate a systematic process to ensure that the
mechanical, electrical and plumbing (MEP), audio-visual, security, communications, and all other systems are fully
functional in accordance with the design intent generated by the Contract Documents and APS’s operational needs,
and the personnel charged with maintaining and operating them are trained (not merely familiarized) to perform
operation and maintenance. The CMR will ensure all necessary approvals exist prior to equipment procurement and
subsequent installation. The CMR will coordinate and chair pre-installation meetings for major MEP, structural and
building envelope as well as other systems and equipment. The CMR will coordinate and participate, along with the
A/E, in each Subcontractor’s initial equipment testing and final systems testing, start-up demonstrations, and training
for utilities, operational systems, and equipment with the A/E, Construction Manager Advisor and the Owner’s
operations and maintenance personnel. The CMR shall prepare all minutes of these items and prepare documentation
of the actions, activities, and results obtained. All training will be video-taped, and tapes will be provided to the
Owner as a component of the Operations and Maintenance Manuals.

The CMAd shall coordinate CxA as needed, attend and participate in commissioning meetings, and monitor
commissioning deficiency reports to ensure resolution of issues. The CMAd shall track all commissioning activities to
ensure they occur in a complete and timely fashion.

O. **Extended Transition to Operations Protocol (ETOP).** The CMR shall input all required Operations &
Maintenance (O&M) information from submittals into APS’ maintenance software.

The CMAd shall ensure CMR compliance with ETOP requirements and that ETOP database and equipment labeling
is done in a timely and thorough fashion.
P. Project Closeout. As a condition precedent to Final Completion and final payment, the CMR is responsible for compliance with all contract closeout requirements, including punchlist completion.

The CMAp shall monitor all closeout activities and ensure timely completion by the CMR via a closeout matrix which will track submission and status of all warranties, Operations & Maintenance manuals, final TAB report, owner turnover items, owner training, As-built drawings and specifications, and any other closeout items or documents required by contract. The CMAp shall also monitor punchlist completion and assist in punchlist verification.

Q. CMR Progress Payments. The CMAp shall review CMR schedule of values for completeness, accuracy, and for practical use during review of payment applications. The CMAp shall also review and provide comment on all CMR payment applications, in conjunction with the A/E, to ensure proper billing of scheduled values on a monthly basis.

R. Submittal review. The CMAp shall generally track the submittal submission and review process to ensure submittals are being processed in a timely fashion and are in accord with contract requirements. The CMAp shall review the CMR’s submittal schedule for completeness and accuracy.

STAFFING DURING THE COURSE OF THE CONTRACT

The Program Manager (PgM) is responsible for providing personnel as part of Task when requested during the course of the Contract to execute requested services or duties in the best interests of APS that are not included in other scope of services of the Contract. Services shall be provided by staff as described in this proposal and as refined or modified in a specific Task Order Assignment amending the Agreement with the defined change.

A. General.

1. Staff. The Program Manager (PgM) shall assign and dedicate personnel to Task provided in this Agreement sufficient in number, and with the requisite expertise and experience, to perform the duties described in the Task Work Order services requested by APS. The PgM will supplement the core staff as needed throughout all phases of the work with other employees, and/or Subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Project as defined in the Task Work Order provided under this Agreement.

Such supplemental staff if required to perform the duties defined in the Task Work Order, will be provided at no additional cost to APS. Having adequate PM staff at all phases of the Work is a requirement of the Contract and is the responsibility of the PgM. APS has the right to request additional staff with requisite experience be added to the Work at any time at no cost to APS if, in its sole discretion, it feels the Project is under or incorrectly staffed.

B. Office Facilities.

1. The PgM working as a Project Manager for APS along with APS Project Managers shall be provided office space onsite to accommodate the staffing provided by the PgM. All facilities and equipment shall be provided by APS including IT connection, power and lighting, HVAC, bathroom facilities, furniture, computer, phone, and typical office supplies. The PgM shall be responsible to provide all site personnel with dedicated cellular service with voicemail.

2. Staff working full time on CMA projects will have space provided as part of the project, with equipment, IT connection and typical office supplies provided by the PgM.

3. All other positions will be provided space and technology as specifically covered in the specific Term Contract covering the work to be accomplished.

C. Limitations on Authority. The PgM staff shall provide recommendations on the following items for APS approval and authorization:

- Deviations from the Construction Contract Documents.
- Substitutions of materials or equipment.
- Obligation of expenditure of APS funds.
• Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or impact the Project quality.

D. Positions to be Included in the Proposal. All staff that may be included in the work to be listed in this proposal and may be envisioned in Task Work Orders shall be included in this Proposal and hourly rates shall be provided. The PgM may include any additional staff deemed may be required for services to be provided for the base Agreement or with future Task Work Orders. Staff and consultants may be added or amended when proposals are solicited for Task Work Orders after acceptance of the base Agreement. Provide the qualifications of staff that you would propose in

**TAB 6 – Key Personnel Experience** including but not limited to:
- Project Executive (PEx)
- Senior Project Manager (SrPM)
- Project Manager (PM)
- Assistant Project Manager (APM)
- Project Engineer (PE)
- Administrative Support (AS)
- Project Controls Manager (PCM)
- Scheduler (S)
- Senior Estimator (SE)
- Estimator (E)
- QA / QC Manager
- QA / QC Field Inspector
- Document Control Engineer
- Planning Manager
- Planner

E. Rates for Staffing to be Included in the Proposal. PgM shall provide the following in **TAB 7 – Fees for Services** in the Proposal.

1. All-inclusive rates for each Position for which qualifications are listed for in the Proposal. These rates shall be all inclusive and represent all costs to be paid by APS on an **hourly, daily and monthly** basis for staff to be provided.

F. Expenses to be Included in the Proposal. Expenses to be included with the proposal shall include but not limited to the following:
1. Copying Cost: Price Per Page at Actual Cost
2. Printing Cost: Price Per SF or Other at Actual Cost
3. Mileage: Cost Per Mile at Current IRS Rate only for travel outside of NoVA or the DC Metro Area.

**TASKS TO BE INCLUDED IN THE PROPOSAL RESPONSE**

The Program Manager (PgM) shall include the following services in the Proposal submitted and rate schedules requested for future Task Work Orders:

A. **Provide assessment of current APS D&C Processes and Procedures.**
B. **Create D&C Processes & Procedures Manual.**

A. **Assessment of APS D&C Processes and Procedures (Part – I):** PgM shall provide the staffing and resources to evaluate the processes and procedures of the Design and Construction Office. The purpose of the study is to improve the efficiency and documentation procedures for all current and future Design and Construction projects. Documentation will be developed by interviewing individual staff members on what methods and procedures they employ in doing their jobs and what tools are available to them. **D&C Processes & Procedures Manual (Part – II):** After meeting with the Director and Assistant Director to review findings of Part – I, PgM shall create a manual that documents the process and procedures of the Design and Construction Office. It would be intended that job descriptions and essential duties of each position be described in enough detail to inform a new employee of the duties and responsibilities of the position.
1. **Evaluation:** The evaluation is intended to include but not limited to:
   a. APS Policies and Policy Implementation Procedures (PIPs)
   b. Current Procurement procedures for professional services
   c. Review of Public Processes and communication with the public
   d. Design monitoring through the phases of a project:
      i. Financial Resources:
         1. During Design
         2. During Construction
      ii. Programming
      iii. Schematic Design
      iv. Design Development
      v. Construction Documents
      vi. Construction Phase
      vii. Change Orders
      viii. Project Closeout and Warranty enforcement
      ix. Project turnover to the Maintenance and Operations Office
   e. Software and technology employed to monitor and manage the projects through:
      i. Design
      ii. Construction
      iii. Warranty
      iv. Maintenance Schedules
   f. Management structure and support provided to staff.
   g. Benchmarking APS Design and Construction with other school systems working with the APS Internal Audit Director.
      i. Processes and Procedures
      ii. Costs

2. **Scope of the Work:** Work shall include:
   a. Meeting with all members of the D&C Team and other Facilities and Operations staff and becoming familiar with the duties and tools by all staff including:
      i. 5 Project Managers
      ii. 2 Administrative Assistants
      iii. Director
      iv. Assistant Director
   b. Review all software and hardware systems available
   c. Meet weekly with the Director and Assistant Director to provide updates.
   d. Information is to be assessed and recommendations are to be provided in written form to improve the function and documentation in the department.
   e. Upon review and approval of the information provided in item d, above, by the Director, create and provide descriptions of position in written form to document the duties and qualifications required for each position in the D&C Office.

3. **Phase – I Deliverables:** Provide written recommendation in a printed bound booklet (10 copies) and an electronic PDF copy. Provide the following Divisions or Tabs:
   I. Executive Summary, to summarize the findings and the recommendations.
   II. Introduction and Description of the process
   III. Evaluation of current processes and procedures and the structure of the Department with suggestions for improving efficiency, accountability and how to work smarter, not harder.
   III. Recommendations for hardware and software to allow staff to follow current best practices in the design and construction industry:
      • Tracking the Design Process to reduce errors and omissions.
      • All financial tracking during design & construction
      • Monitoring and tracking changes during construction
   IV. Benchmarking study.
Phase – II Deliverables: Provide written descriptions in a printed bound manual (10 copies) and an electronic PDF copy. Provide the following Divisions or Tabs

I. Project Manager
    • Senior Project Manager
    • Project Manager

II. Administration Assistants:
    • Account Specialist
    • All financial tracking during design & construction
    • Monitoring and tracking changes during construction

III. Assistant Director
IV. Director

4. Schedule:

   a. Evaluation period: Four (4) months from notice to proceed.
   b. Report preparation and delivery Two (2) months after completion of the evaluation.
   c. Manual preparation and delivery Two (2) months after approval of the report.

5. Form of Proposal: Utilize the form provided as Appendix – C
APPENDIX – B

GENERAL TERMS AND CONDITIONS

Any Contract awarded to an Offeror will contain the following Contract Terms and Conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror(s). MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW OR THE ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (**). The final Contract for any successful Offeror is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature. As used in these General Terms and Conditions, the term “PgM” shall mean the “Contractor” as identified in all other Contract Documents, which is the party with whom APS has contracted and which is identified as “Contractor” in the Contract for Program Management Services for Various Arlington Public Schools Facility Renovation and Construction Projects, APS Contract #22FY17.

1. CONTRACT DOCUMENTS
The Contract Documents consist of:

- Agreement #22FY17, and all modifications properly incorporated into the Agreement
- Appendix A – Scope of Services
- Appendix B – General Terms and Conditions
- Appendix C – Non-Disclosure and Data Security Agreement (PgM)
- Appendix D – PgM Certification Regarding Criminal Convictions
- Appendix E – Fee Worksheet Summary and Fee Schedule; and
- Appendix F – Certificate of Insurance

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

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

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

3. STANDARD OF CARE
In the performance of the Work, the PgM and all its agents shall exercise the degree of skill and care normally accepted as the reasonable level of practices and procedures by members of the same profession for comparable work under comparable circumstances for similar compensation in the Counties of Arlington, Fairfax, Loudoun, and Prince William and the City of Alexandria, Virginia.

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

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES
APS's review, approval, or acceptance of, or payment for, any services or deliverables required under the Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The PgM shall be and remains liable to APS for the accuracy and competency of deliverables.
6. CONTRACT TERM
The Contract Term shall commence from the date the Purchasing Agent fully executes the Contract and shall be for a period of twelve (12) months commencing on the date of execution of the Contract by the APS Purchasing Agent and expiring on the last day of the twelfth (12th) month following execution of the Contract by the APS Purchasing Agent. This duration shall be referred to as the “Contract Term.” APS reserves the right, in its sole discretion, to renew the Contract for an additional one (1) year term. This option to renew may be exercised by APS up to but not more than for four (4) additional one year terms (“Renewal Contract Term”). For any Task not completed during the Contract Term in which the Task was issued, all terms and conditions of the Contract in effect at the time the Task was issued shall survive until the Work is completed.

APS may exercise any remaining option to renew at any time prior to thirty (30) days following expiration of the latest Contract Term. If the Owner exercises its option to renew, the Renewal Contract Term shall begin immediately upon the expiration of the latest existing Contract Term.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. PAYMENT OF SUBCONTRACTORS*

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

A. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or

B. Notify APS and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

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

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

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

13. NON-APPROPRIATION*

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

14. ARLINGTON PUBLIC SCHOOLS PURCHASE ORDER REQUIREMENT*

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

15. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

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

15.1 Removal of PgM Employees. APS shall have the right to remove immediately any PM or provided consultant at any time during the duration of the Contract if it determines, in its sole but reasonable discretion, that the employee is not of the level of competence or ability required under the Contract, or if the employee is for any other non-discriminatory reason found to be unsuitable for the Task. PgM shall indemnify and hold harmless APS from any damages, loss or liability, including but not limited to attorney’s fees and reasonable and customary litigation costs, arising from or related to claim or cause of action arising from or related to any action by APS requiring the replacement of any PgM employee under the Contract.

15.2 Personnel Replacements. In the event that any personnel named in the Proposal is unable to perform his or her duties due to death, illness, resignation from the PgM’s employ, APS request for removal, or any other reason, the PgM shall promptly submit to APS, in writing, the name and qualifications of a proposed replacement. The PgM shall make any approved substitutions at no increase in the Contract Price.

15.3 Failure to Provide Qualified Personnel. Personnel must meet the stated requirements in the Request for Proposal documents and be acceptable to APS to perform the contracted services. APS may deem repeated failure or excessive delay by the PgM to provide qualified personnel, or qualified replacement personnel, sufficient reason to terminate the Contract in whole or in part.

15.4 Subcontractors. No substitutions of Subcontractors identified in the Proposal shall be permitted without the written consent of APS. APS has the right to remove any Subcontractor’s employee; APS deems to be incompetent, careless, not working in harmony with others on the Task, or otherwise objectionable. Any substitution of approved Subcontractors shall likewise be subject to prior approval of APS.

16. PROJECT STAFF

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

17. SUPERVISION BY PgM

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

18. EMPLOYMENT DISCRIMINATION BY PgM PROHIBITED*

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

A. The PgM will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the PgM. The PgM agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
B. The PGM, in all solicitations or advertisements for employees placed by or on behalf of the PGM, will state that such PGM is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The PGM will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The PGM will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontract or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED*

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

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

During the performance of the work pursuant to this Contract, the PGM agrees to (i) provide a drug-free workplace for the PGM'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 PGM'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 PGM that the PGM maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

If APS determines that the PGM has failed to perform satisfactorily, then APS will give the PGM written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the PGM fails to cure within the Cure Period or if the terminable event cannot be cured within the Cure Period and PGM has not made satisfactory progress towards remedying such event, or thereafter fails to pursue such cure with due diligence, or as otherwise specified in the notice, the Contract may be terminated for the PGM's failure to provide satisfactory Contract performance. Upon such termination, the PGM will be compensated for Contract services satisfactorily performed by the PGM, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the PGM of same within a reasonable time thereafter. No Termination Costs shall be payable to PGM until APS has determined all costs related to or arising from PGM's default, including but not limited to costs of delay, re-procurement, correction and completion. If such costs to APS are less than the Termination Costs, the difference will be paid to PGM by APS. If such costs to APS exceed the Termination Costs, PGM shall pay the difference to APS within thirty (30) days following issuance by APS of the statement of the amount due.
Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, all reasonable attorney fees and costs arising from or related to such breach or default or for the enforcement of any provision of this Contract, including but not limited to normal and customary costs of litigation and witness fees incurred by APS.

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

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

22. TERMINATION FOR THE CONVENIENCE OF ARLINGTON PUBLIC SCHOOLS

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

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

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

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

The PgM shall pay all indemnification obligations upon demand by APS and in the event of failure to do so APS may withhold such amounts from any amounts due to PgM under this Contract.

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

24. INTELLECTUAL PROPERTY INDEMNIFICATION*

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

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

25. COPYRIGHT

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

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

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the PgM for work related to work pursuant to this Agreement.

26. OWNERSHIP AND RETURN OF RECORDS

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

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

Notwithstanding the foregoing, APS and PgM acknowledge and agree that in the performance of this Contract APS may be provided or have access to certain intellectual property rights which (i) were developed by PgM prior to entering into this Contract and are owned by PgM, or (ii) were prior to entering into this Contract used or licensed by PgM pursuant to its agreements with its Subcontractors, all including software, trade secrets, patents and other proprietary information (“Intellectual Property Rights”) used in the performance of the Work of this Contract. To the extent PgM complies with the requirements of Va. Code Ann. §2.2-4342 for exemption from the public disclosure requirements of the Virginia Freedom of Information Act (Va. Code Ann. §2.2-3700 et. seq.), APS agrees that it shall not disclose any Intellectual Property Rights to any person or entity who or which is not an elected or appointed official, officer, employee, officer, agency, board or commission of APS.
The PgM agrees to include the provisions of this section as part of any contract or agreement the PgM enters into with subPgMs or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

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

28. DATA SECURITY
It is not anticipated that in the course of performance of its Work the PgM will have access to or will become aware of nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person, or any information exempt from public disclosure pursuant to the Virginia Freedom of Information Act (Va. Code Ann. §2.2-3700 et seq.) (collectively “FOIA Exempt Information”). The PgM however agrees that it shall hold all FOIA Exempt Information obtained or accessed as a result of its work under this Contract confidential, as defined by and in accordance with the Nondisclosure and Data Security Agreement attached hereto. All individual employees or subPgMs of the PgM performing work under this Contract shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work.

The PgM shall hold all FOIA Exempt Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all applicable local, state and federal laws or regulatory requirements concerning data privacy and security. The PgM shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all FOIA Exempt Information to which it has access.

(a) APS’ Non-Disclosure and Data Security Agreement (NDA). The PgM shall require that an authorized PgM designee, and all key employees, agents or subPgMs performing non- incidental work under this Contract, sign the NDA (attached as an Appendix hereto) prior to performing any work. A copy of the signed NDAs shall be available to APS Project Officer upon request.

(b) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the PgM shall return all FOIA Exempt Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all FOIA Exempt Information that is in the possession of subPgMs or agents of the PgM. The PgM shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.

(c) Notification of Security Incidents. The PgM agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of FOIA Exempt Information.

(d) SubPgMs. To the extent the use of subPgMs is permitted under this Contract, the requirements of this entire section shall be incorporated into any subPgM agreement entered into by the PgM and any data sharing shall be compliant with these security and protection requirements and the NDA.

29. ETHICS IN PUBLIC CONTRACTING*
This Contract incorporates by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 16 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The PgM certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having
official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

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

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

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

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

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

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

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

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

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

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

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

39. ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND ARLINGTON PUBLIC SCHOOLS POLICIES*
Notwithstanding any provision to the contrary herein, no provision of the Arlington Public Schools Purchasing Resolution or any applicable APS policy is waived in whole or in part.

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

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

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

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

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

44. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

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

46. NO WAIVER OF SOVEREIGN IMMUNITY*
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

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

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

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

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

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

Brian Hanlon, AIA, LEED, AP
Project Executive
Brailsford & Dunlavey, Inc.
1140 Connecticut Ave., NW, Suite 400
Washington, DC 20036

TO ARLINGTON PUBLIC SCHOOLS PROJECT MANAGER:

Bill Herring, Jr.
Senior Project Manager
Arlington Public Schools
Design & Construction Services
770 South Taylor Street
Arlington, VA 22206

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

AND TO:

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

51. NON-DISCRIMINATION NOTICE*
APS does not discriminate against faith-based organizations.

52. INSURANCE REQUIREMENTS
The PgM shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverages below prior to the start of any Work under this Contract and upon any contract extension. The PgM agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverage’s must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be
A. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

B. Professional Liability and/or/Miscellaneous Errors and Omissions - The PgM shall carry Professional Liability and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount of $1,000,000.

C. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations including Personal Injury, Completed Operations, Contractual Liability, Independent PGMs, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

D. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

E. Arlington Public Schools, its officers, elected and appointed officials, employees, are to be named as additional insureds under all coverages except Workers' Compensation, Errors and Omissions, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, and employees. The following definition of the term "APS" applies to all policies issued under the Contract:

   i. "APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority,

   ii. Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools."

F. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "I is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the PgM shall notify the Purchasing Agent immediately upon PgM's notification from the insurer. Any policy on which the PgM has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

G. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the PgM must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the PgM's receipt of final payment.

H. Contract Identification - The insurance certificate shall state this Contract's number and title.

I. Intellectual Property Infringement Insurance.

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

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

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

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

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

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

53. ACCESSIBILITY OF WEB SITE*
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS’s presence on other party websites, the PgM shall perform such work in compliance with the requirements set forth in the U.S. Office of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: http://www.ada.gov/websites2.htm.

54. ARLINGTON COUNTY BUSINESS LICENSE
The PgM must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3660.

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

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

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

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

56. PGM CERTIFICATION REGARDING CRIMINAL CONVICTIONS

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

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

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

57. ESTIMATES AND PROJECTIONS
Estimates and projections relating to development budgets, finance, and other aspects of PgM's analysis as requested by APS will be based upon reasonable assumptions, information provided by APS, or other sources, reasonable analytical techniques, and professional judgment. Actual costs and financial performance, however, will be influenced by market and other external factors. Accordingly, PgM does not represent or warrant that its estimates and projections will reflect APS' actual costs and financial performance.

58. NO PERSONAL LIABILITY:
All actions or claims against either APS or PgM arising under or relating to this Contract shall be made only against such Party as a corporation or other legal entity, and any liability relating thereto shall be enforceable only against the assets of such Party. Provided, however, this limitation shall not exempt from liability any person for acts committed which are not within the scope of employment or authority of such person.

59. LIMITATIONS OF LIABILITY:
Neither Party shall be liable to the other Party for any consequential, exemplary, special, incidental or punitive damages sounding in contract or tort except as may arise from breach of Section 24 above or as may be necessary to provide indemnification in accordance with Section 23 above against actions or claims asserted by third parties.

60. PRICE ADJUSTMENTS:
The rates will remain firm from the date of contract award through twelve months. The hourly rates for ensuing contract years shall be based on the movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U). The hourly rates shall be limited by the Purchasing Agent up to an amount equal to the percentage of movement of the CPI-U for the twelve (12) month period ending in the month reported closest to the end of the initial twelve (12) month period and the same month of each following contract year. The contract unit prices changed as a result of this formula will become effective on the renewal date, and shall be binding on the Contractor for the ensuing contract year.
APPENDIX C

NON-DISCLOSURE AND DATA SECURITY AGREEMENT (PgM)

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

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

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

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

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

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

[Signature]
PgM agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to APS information. Breach of any of the above conditions by PgM's employees, agents or subcontractors shall be treated as a breach by PgM. PgM agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the APS Contract.

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

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

Authorized Signature: [Signature]

Printed Name and Title: MURARD L. MANEBRUM, Exec. VP.

Date: [6/19/17]
APPENDIX - D

**PgM CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

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

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

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

1. No employee of the organization who will be in direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and

2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and

3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

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

**Name of Firm**

1140 Connecticut Ave, NW

**Address of Firm**

Washington, D.C. 20036

**Telephone**

202-289-4455

**Signature**

WILLARD L. MAJORUM, EXEC. V.P.

**Name and Title (please type or print)**

1/16/17

**Date**

UPDATED 6/15
APPENDIX – E

FEE SCHEDULE

The Offeror shall provide a fee schedule for the proposed services. Provide a description and rate for all positions anticipated under this Contract, including sub-consultants, if any.

The rates will remain firm from the date of contract award through twelve months.

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<th>Hourly</th>
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<td>Project Manager (FM)</td>
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REIMBURSABLE COSTS

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<td>2. Printing Cost</td>
<td>Price Per SF or Other</td>
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<td>3. Telephone Charges</td>
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<td>4. Mileage</td>
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<td>At Current IRS Rate</td>
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