



**ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT**

**BY AND BETWEEN**

**THE ALEXANDRIA CITY PUBLIC SCHOOLS**

**AND**

**THE CITY OF ALEXANDRIA**

**AND**

**MOSELEY ARCHITECTS P.C.**

**FOR**

**ARCHITECTURAL & ENGINEERING DESIGN SERVICES**

**FOR**

**PATRICK HENRY PRE-K 8 SCHOOL**

**AND**

**RECREATIONAL FACILITY**

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## ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** (“Agreement”) is dated January 14, 2016 (the “Effective Date”), and is entered into by and between The Alexandria City School Board, doing business as Alexandria City Public Schools (“ACPS”), located at 1340 Braddock Place, Alexandria, Virginia 22314, and the CITY of Alexandria, a municipal corporation of the Commonwealth of Virginia (collectively “the CITY”), located at 110 N. Royal Street, Suite 300, Alexandria, Virginia 22314; and Moseley Architects P.C. (the “Designer”), a corporation duly organized under the laws of the Commonwealth of Virginia and with a place of business at 8001 Braddock Road, Suite 400, Springfield, Virginia 22151.

### **WITNESSETH:**

**WHEREAS**, ACPS and the City have approved the construction of a new PreK-8 School & Recreational Facility to replace the existing K-5 Patrick Henry Elementary School and Recreational Facility (the “Project”);

**WHEREAS**, ACPS and the City wish to retain the Designer to provide Architectural and Engineering services for the Project, subject to the terms and conditions of the Contract Documents;

**WHEREAS**, the Designer wishes to provide Architectural and Engineering services for the Project, subject to the terms and conditions of the Contract Documents; and,

**WHEREAS**, ACPS and the City of Alexandria (“the City”) have retained Project Management services from Brailsford & Dunlavy (“the Project Manager”) for this project. The Project Manager will serve as advisor to ACPS and the City for all aspects of the project. The Project Manager will not serve as an authorized agent of the Designer and shall not be deemed to bind the Designer unless expressly authorized in writing.

**NOW, THEREFORE**, ACPS, the City, and the Designer, for the consideration set forth herein, mutually agree as follows.

### **ARTICLE 1** **GENERAL PROVISIONS**

#### **1.1 DEFINED TERMS**

**1.1.1 ACPS and the City’s Budget for the Construction Cost:** The amount that ACPS and the City have budgeted for the Construction Cost, which is **\$38,135,755**.

**1.1.2 Additional Services:** Services provided by the Designer in addition to Basic Services and rendered only if ACPS and the City authorizes them in writing, consistent with Article 3 and Exhibit 1 of this Agreement.

**1.1.3 Agreement:** This signed Agreement between ACPS the City and the Designer, and all Exhibits explicitly referenced and attached hereto.

**1.1.4 Applicable Law:** All laws, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, or codes applicable to the Services.

**1.1.5 Basic Services:** The services required of the Designer as defined in Article 2 of this Agreement.

**1.1.6 Construction Cost:** The total cost to ACPS and the City to construct all elements of the Project designed or specified by the Designer including, but not limited to, the Contractor’s general conditions costs, direct costs (including without limitation monies paid to or for subcontractors, suppliers, laborers and materialmen), overhead and profit. The Construction Cost does not include the compensation of the Designer, the costs of the land, rights-of-way, financing, or other soft costs that are the stated responsibility of ACPS and/or the City.

**1.1.7 Construction Documents:** The drawings and specifications prepared by or on behalf of Designer for the construction of the Project.

**1.1.8 Contract Documents:** The documents enumerated in Section 1.3, below.

**1.1.9 Contractor:** The entity ACPS and the City retain to design/construct the Project.

**1.1.10 Damages:** Individually and collectively, as applicable, all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and attorney's fees.

**1.1.11 Proposal:** The written proposal that the Designer submitted to ACPS in response to, and in accordance with, the RFP, together with any written supplements or addenda to such proposal.

**1.1.12 RFP:** ACPS and the City's Request for Proposal Number 15-09-05 for Architectural and Engineering Services

**1.1.13 Services:** The services furnished by the Designer pursuant to the Contract Documents, including the Basic Services defined in Article 2 of this Agreement and any Additional Services that may be required under Article 3 and Exhibit 1 of this Agreement.

**1.1.14 Work:** Everything required of the Contractor pursuant to the Construction Documents and Contractor's contract with ACPS and the City for the Project.

**1.1.15 Work Product:** The Construction Documents and all studies, analyses, reports and any other documents prepared by or on behalf of Designer pursuant to the Contract Documents.

**1.1.16 Instruments of Service:** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## **1.2 THE DESIGNER'S SERVICES**

**1.2.1** The Designer shall perform its Services with the professional skill and care ordinarily exercised by architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Designer accepts the relationship of trust and confidence established by this Agreement and agrees to cooperate with ACPS and the City, and exercise the Designer's professional skill and judgment in furthering the interests of ACPS and the City. The Designer represents that it possesses the requisite skill, expertise, and licensing to perform the Services in the jurisdiction where the Project is located. Consistent with the Standard of Care, the Designer is knowledgeable of all Applicable Laws and Codes, and shall comply with the same. Consistent with the Standard of Care, the Work Product shall be free of defects and suitable for its intended purpose.

**1.2.2** The Designer hereby represents to ACPS and the City that the Designer is (1) financially solvent and possesses sufficient experience, and all required licenses, authority, personnel and working capital to complete the Services, and (2) fully informed, and has sufficient knowledge, as to the extent and character of the services required by the Contract Documents.

**1.2.3** If Designer identified consultants in the Proposal to perform aspects of the Services, then Designer may engage those consultants to perform those aspects of the Services to the extent ACPS or the City did not object to them in writing. Otherwise, and except as set forth in Sections 1.2.5 and 1.2.6, below, Designer shall not subcontract the Services in whole, or in part, without the prior written authorization of ACPS and the City. Designer shall bind its consultants to the provisions of the Contract Documents to the extent applicable to their services. Designer shall be responsible for properly supervising and directing the Services and all consultants that it may utilize. Neither this Agreement, nor any agreement between Designer and a consultant, shall create any contractual relationship between any such consultant and ACPS and/or the City, nor any payment or other obligation on the part of ACPS and/or the City to any such consultants. Notwithstanding the existence of any consultant agreement, Designer shall be fully responsible to ACPS and the City for the performance of the Services as if no such agreement existed. Each consultant agreement entered into by Designer in connection with the Services shall be assignable to ACPS and/or the City upon ACPS's written request. ACPS and/or the City shall have the right on written notice to Designer to assign this Agreement in whole or in part. Designer will cooperate with ACPS and/or the City as required to effect any such assignment.

**1.2.4** The Designer shall be required to retain, at its own cost and expense, all of the necessary consultants to complete its scope of services under the Contract Documents.

**1.2.5** The Designer shall retain the following types of consultants, without limitation, as part of its Basic Services described in Article 2, below:

- a. Structural Engineer;
- b. Mechanical/Plumbing Engineer;
- c. Electrical Engineer;
- d. Civil Engineer;
- e. IT / AV Consultant
- f. Landscape Architect
- g. Environmental Consultant (for Phase I ESA and Hazardous Material Surveys)
- h. Food Service Consultant
- i. Fire Suppression Consultant
- j. Lighting Consultant
- k. Acoustical Engineer
- l. Geotechnical Engineer
- m. Archaeological Consultant
- n. Security / Access Control Designer

**1.2.6** The following consultant shall be retained by the Designer as an Additional Service if approved in writing by ACPS and the City: N/A

**1.2.7** With respect to its performance under the Contract Documents and in connection with the Project, the Designer is at all times acting as an independent contractor, and not as an employee of ACPS or the City.

**1.2.8** Neither the Designer or the Designer's consultants have offered ACPS or the City any fiduciary responsibility as a consequence of the Owner(s) and the Designer entering into this Agreement.

### **1.3 CONTRACT DOCUMENTS**

**1.3.1** The Contract Documents are comprised of the following:

1. All written modifications, amendments and change orders to the Contract Documents signed and issued by ACPS and/or the City after the execution of the Agreement.
2. The Agreement
3. The RFP;
4. The General Terms and Conditions provided at <http://www.acps.k12.va.us/financial-services/purchasing/rfp-terms.pdf>; and
5. The Proposal, but only the portion thereof that describes the nature of the services to be provided by the Designer. Additionally, any term in the Proposal that contradicts a term in the RFP, that attempts to change, limit or exclude a term in the RFP, or which in any way limits or diminishes any of ACPS or the City's rights, is expressly excluded from and is not a part of the Contract Documents.

**1.3.2** The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities exist between or among the Contract Documents, ACPS, the City, and Designer shall attempt to resolve such ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 1.3.1, above.

### **1.4 PROJECT DELIVERY METHOD**

**1.4.1** The planned Project delivery method is construction manager at risk. It is anticipated that a Construction Manager at Risk will be selected during the Schematic Design phase to perform preconstruction services in an effort to assist the project team in meeting the project goals with respect to schedule, constructability, and budget.

**1.4.2** In the event that ACPS or the City employs an alternative project delivery method, Designer has determined that no additional compensation shall be required.

**1.4.3** ACPS and/or the City may elect to retain preconstruction services from one or more entities. Designer is to cooperate fully with such entities to the extent required by ACPS and/or the City, as part of the Basic Services.

## **ARTICLE 2 BASIC SERVICES**

### **2.1 GENERAL**

**2.1.1** The Designer shall provide all Basic Services. The Designer's Basic Services consist of the Architectural and Engineering services described in this Article 2, the RFP, as supplemented by the portion of the Proposal included in the Contract Documents, and include all specifications, CAD/electronic drawings, studies, building information modeling (BIM), analyses, reports, meetings, supervision, labor, materials, supplies, insurance, systems, transportation, and all other items necessary to perform and complete the Basic Services. Designer shall comply with all requirements of the Contract Documents in the performance of the Services and other activities in connection with this Agreement.

**2.1.2** To the extent the Designer provides Services or generates Work Product that contains errors or omissions, the Designer shall promptly remedy such problem. Such remedial action shall be performed by Designer at no additional cost as part of its Basic Services.

**2.1.3** The Designer shall be and remain solely responsible for the Services and Work Product and for their compliance with all Applicable Laws and Codes. ACPS and/or the City's actions or inactions, including without limitation its review and approval of any Services or Work Product shall neither alter nor relieve the Designer of its sole responsibility for, nor be deemed a waiver of the Designer's sole liability or responsibility in connection with the same. The Designer shall put forth professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of execution may entitle the Designer to a reasonable adjustment in the schedule and additional compensation to the extent additional services are required.

**2.1.4** Designer shall retain all books, records, and other documents relative to this Agreement for five (5) years after its receipt of final payment hereunder, or until audited by the Commonwealth of Virginia, whichever is later. Such records shall include, but not be limited to, all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices, including Designer's copies of periodic estimates for partial payment; ledgers; cancelled checks; deposit slips; bank statements; journals; amendments and change orders to the Contract Documents; insurance documents; payroll documents; timesheets; memoranda; and, correspondence. ACPS, the City, their respective authorized agents, and auditors of the Commonwealth of Virginia shall have full access to and the right to examine all such documents during said period. Records will be available on demand and with reasonable notice during normal working hours.

**2.1.5** The Designer shall maintain the confidentiality of documents designated as such by ACPS or the City, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Designer from establishing a claim or defense in an adjudicatory proceeding. The Designer shall require of the Designer's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by ACPS.

**2.1.6** The Designer shall be entitled to rely on the accuracy and completeness of services and information furnished by ACPS and the City; provided, however, that the Designer shall not be entitled to rely on the accuracy and completeness of such services and information if a competent architect or engineer could have reasonably identified significant inaccuracies, incompleteness, inconsistencies or errors in reviewing such information. The Designer shall provide prompt written notice to ACPS and the City if the Designer becomes aware of any errors, omissions or inconsistencies in such services or information.

**2.1.7** All survey and site/civil engineering drawings shall be geo-referenced in accordance with the City of Alexandria standards.

**2.1.8** Architect is entitled to rely on the accuracy and completeness of the manufacturer's product data when providing Value Engineering services for this Project. Approval of any Value Engineering recommendations shall be

subject to the approval of ACPS and the City prior to any work. Such approval may result in additional design services, and may require additional compensation to the Designer.

**2.1.9** The Owner and Designer mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) green-building rating system. The Owner understands that the Project cannot achieve LEED certification until after Substantial Completion of construction and will be subject to the LEED-certification processes and procedures as determined by the Green Building Certification Institute (GBCI). Designer will perform its services in this regard in accordance with 1.2.1 above. Accordingly, Substantial Completion of construction does not include award of the LEED certification or verification that the Owner's sustainability objectives have been met. Further, LEED certification may require input and effort from the Owner, as well as from other consultants, contractors and other parties associated with the Project that are not parties to this Agreement. The Designer makes no warranty or assurance that LEED certification will be attained for or by the Project for reasons outside the Designers care, skill or control.

The Project may incorporate design strategies and/or components intended to result in energy and water consumption and operating costs below certain "baseline" amounts or standards established for similar facilities by various entities. Both the Owner(s) and the Designer agree and acknowledge that, due to variables beyond the control of the Designer and the Designer's Consultants, including but not limited to limitation of predictive computer modeling, weather, the actions of building occupants and users, and the Owners maintenance practices, the Designer cannot and does not guarantee that any goals, projections, and/or estimates discussed or established, either orally or in writing, will actually be met or experienced for reasons outside the Designer's care, skill or control.

## **2.2 PROJECT ADMINISTRATION**

**2.2.1** The Designer shall manage the Services, consult with ACPS and the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to ACPS and the City. The Designer shall review ACPS and the City's Program, Schedule, and Budget for Construction Cost, the Project Site, the proposed Delivery Method, and other information furnished by ACPS and/or the City, and shall review laws, codes, and regulations applicable to the Services and notify ACPS and the City of any inconsistencies in the information and other information of consulting services that may be reasonably needed for the Project.

**2.2.2** The Designer shall coordinate the Services with those services provided by ACPS and the City and their respective consultants.

**2.2.3** Upon request of ACPS and the City, the Designer shall make periodic presentations to explain the design of the Project to representatives of ACPS and/or the City and to others in support of ACPS and the City's efforts for the Project. The Designer understands and agrees that this obligation will require the Designer to participate in briefings of the affected Parent Teacher Association, neighbors, community organizations, community leaders and City of Alexandria government officials as identified by ACPS and the City. The Designer understands and acknowledges that this Project will require a substantial level of effort in this regard and will require attending monthly Community Advisory Group meetings, briefing the staff of the Planning and Zoning Department and Transportation and Engineering Services Department (T&ES) on a periodic basis, and making formal presentations. The Designer has included appropriate funding for these efforts in its fee and shall not be entitled to an increase in its fee as a result of such efforts.

**2.2.4** The Designer shall, at appropriate times, prepare utility "Load Letters" and contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Designer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services and non-utility services (e.g. telephone, cable).

**2.2.5** The Designer shall assist ACPS and the City in connection with their respective responsibility for preparing, filing and obtaining approval of documents or other submittals required by governmental authorities having jurisdiction over the Project.

**2.2.6** The Designer will be expected to utilize the Project Manager's SharePoint file-sharing website to share documents such as drawing submissions, presentations, meeting minutes, community engagement efforts, and other design-related documents throughout the course of the Project.

## **2.3 DESIGNING TO BUDGET**

**2.3.1** Designer is required to provide a design for the Project that is within the total Project Budget for the Construction Cost of both the School and the Recreation Center. The Project Manager's cost estimating consultant and the Construction Manager/General Contractor shall each prepare estimates of the Construction Cost based upon the Schematic Design Documents, the Design Development Documents, and the 50% Construction Documents, and shall provide those cost estimates to ACPS, the City, and the Designer for review within ten (10) days after Designer completes each set of such documents. The Designer shall provide comments and participate in a collaborative work session with the Project Manager's Cost Estimator, and the Construction Manager within five (5) days of receiving each initial cost estimate in order to facilitate development of a Reconciled Cost Estimate. The Project Manager's Cost Estimator shall be responsible for developing the Reconciled Cost Estimate at each of the aforementioned phases. The Designer shall make best efforts to coordinate with the Project Manager, the cost estimating consultant, and the Construction Manager / General Contractor to identify potential Value Engineering items design alternatives prior to the issuance of design documents to make them clearly identifiable to the cost estimator and Contractor.

**2.3.2** The estimates referenced in Section 2.3.1, above, shall be based upon the 33 Division CSI Master format.

**2.3.3** If any of the Reconciled Cost Estimates referenced in Section 2.3.1, above, exceed the Project Budget for the Construction Cost, then one of the following shall occur at the Owner's sole election:

1. Owner(s) will increase the Project Budget for the Construction Cost; or
2. Designer will revise the Schematic Design Documents, Design Development Documents and/or Construction Documents to conform to the Owner(s) Project Budget for the Construction Cost (in which case ACPS, the City, or its representatives may provide value engineering proposals to assist Designer with this obligation), which shall be done by Designer as part of its Basic Services and without additional compensation; provided, however, (i) the Designer will not be obligated to incorporate such revisions into corresponding Schematic Design or Design Development documents if the estimates are within five percent (5%) of the Project Budget for the Construction Cost, instead, Value Engineering proposals may be incorporated directly into the subsequent phase documents, and (ii) if the estimate exceeds the Project Budget for the Construction Cost due to scope changes the Owner(s) made for which it did not correspondingly increase its budget, Designer shall be compensated to the extent of such changes; or
3. The Owner(s) will terminate this Agreement for convenience, which action shall not constitute a breach of this Agreement.

**2.3.4** In addition to the detailed and specific cost estimates referenced in Section 2.3.1, above, Designer shall notify ACPS and the City promptly in the event Designer has reason to believe the Construction Cost is likely to exceed the Owner(s) Project Budget for the Construction Cost. Such notification shall include an estimated order of magnitude of the Construction Cost overrun, reasons for such overrun, and whether and how such overrun can be mitigated.

## **2.4 50% SCHEMATIC DESIGN PHASE**

**2.4.1** The Designer shall provide a preliminary evaluation of the information furnished by ACPS and the City under this Agreement, including the Owners program and schedule requirements and the Owner(s) Budget for the Construction Cost, each in terms of the other. The Designer shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner(s) of any other information or consultant services that may be reasonably needed for the Project.

**2.4.2** The Designer shall provide a preliminary evaluation of the site for the Project based on the information provided by ACPS and the City of site conditions, the programs, schedules and Project Budget for the Construction Cost.

**2.4.3** The Designer shall prepare three initial design concepts for review by the project Design Review Team, Community Advisory Group, and general community as described in the RFP.

**2.4.4** At a minimum and in addition to any services otherwise identified in the Contract Documents or that would typically be provided by an architect during this phase, the Designer shall perform the following tasks during this phase of the Basic Services:



1. Conduct meetings with ACPS and City representatives and community groups to confirm instructional program and verify facility requirements on a space-by-space basis.
2. Conduct a LEED Charrett Workshop and subsequent follow-up meetings with ACPS and City representatives to identify sustainable design strategies to be included in revised design. It is understood that LEED Silver certification is required. Building energy models shall be included to assist not only with LEED but to inform ACPS and the City of potential energy costs when evaluating options for building systems.
3. Perform new boundary and topographic ALTA survey, to include locating existing utilities, principal vegetation, contours, and verifying presence of underground storage tank(s). This survey shall be coordinated with applicable departments of the City of Alexandria, Virginia, in order to identify any planned changes in the utilities serving or passing through the site or that are adjacent to the site.
4. Complete a Phase 1 Environmental Site Assessment in compliance with local requirements and industry standards. This assumes a basic assessment of the existing building and the grounds for potential subsurface environmental conditions, the contractor shall also survey the existing building for hazardous material which would require abatement prior to demolition of the existing structure. This information shall be transmitted to ACPS and the City in the form of a HAZMAT survey which includes approximate quantities and their locations indicated on basic floor plans of the building as well as specifications and guidelines for the abatement process.
5. Coordinate design efforts with the Traffic Impact Study provided by the Project Manager.
6. Request and receive hydrant flow test results for both static and residual pressures.
7. Analyze and evaluate the Building site and environment to determine:
  - a. Existing neighborhood architectural fabric and design trends;
  - b. Noise and other pertinent parameters;
  - c. The integration, integrity and durability of proposed materials
  - d. The extent of work that needs to be performed per the feasibility study and direction from the City and/or ACPS.
  - e. Adhere to all City of Alexandria requirements for storm water management.
  - f. LEED Silver minimum requirements for design; and
  - g. Site access, storm water management requirements, and outdoor program.
8. Perform a geotechnical survey, boring and soil tests and prepare documentation reflecting the results of the survey and tests as required supporting structural design effort.
9. Review the Feasibility Study and other ACPS/City documents and provide recommendations for the selected systems and overall costs of the project for each of the concepts outlined in 2.4.4 above. This would allow the City and ACPS to select the design that ensures the facility will provide the lowest overall cost of ownership consistent with its program, services, quality, operations and function.
10. ACPS and the City desire to keep the existing school operational throughout the entire construction phase of the project. It is also desirable to maintain operations of the recreation center (which contains the school gym) throughout construction as much as possible. Therefore, the Designer shall develop design concepts which support this need and, while doing so, provide drawings and other graphic aids as necessary to communicate this aspect of the project to all stakeholders and the community as well as local code officials who will issue permits for the construction activity.
11. Provide general layouts for furniture in typical spaces (e.g. classrooms, offices, cafeteria/food prep areas).

**2.4.5** During this phase, the Designer will be required to prepare and submit to ACPS and the City the following deliverables, which shall be subject to review and approval by ACPS and the City:

1. Three (3) Conceptual building plans compliant with Development Special Use Permit (“DSUP”) Concept I submission requirements, inclusive of floor plans and site plans.
2. Boundary / Topographic / Utility Location Survey.
3. Flow Test Results.
4. Plan to program analysis demonstrating compliance with Educational Specifications and Neighborhood Recreation Center program requirements for each of the three (3) concepts submitted.
5. Incorporation of Traffic Impact Study and Parking Survey and Zoning Analysis.

6. Commissioning Services Plan for the project (Owner will enter into a separate contract with Enhanced Commissioning Authority).
7. Summary of Required Agency Review Timetables.
8. Architectural 50% Schematic Documents consisting of:
  - a. Building plans.
  - b. Phasing recommendations.
  - c. Updated Project schedule.

## **2.5 100 % SCHEMATIC DESIGN PHASE**

**2.5.1** Based on the Project requirements agreed upon with ACPS and the City during the 50% Schematic Design Phase, the Designer shall prepare and present for ACPS and the City's approval Schematic Design Documents based upon one of the three concept plans, as selected by ACPS and the City, provided during the 50% Schematic Design Phase. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems, civil requirements, landscaping, site program areas, and construction materials shall be noted on the drawings or described in writing.

**2.5.2** The Designer shall consider environmentally responsible design alternatives, such as material choices, building systems and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the ACPS and the City's program, schedule and Budget for the Construction Cost. A thorough description of Designer's services in connection with obtaining LEED Silver Certification of the Project is set forth in the attached Green Building Addendum. Those services apply during various stages of the Project.

**2.5.3** At a minimum and in addition to any services otherwise identified in the Contract Documents or that would typically be provided by an architect during this phase, and without additional compensation, the Designer shall perform the following tasks during this phase of the Basic Services:

1. Further develop the selected concept plan and overall revised building design.
2. Conduct additional community meetings to solicit input and keep constituents informed.
3. Prepare necessary presentation materials (renderings and digital models) to communicate design and obtain approval of design direction.
4. Conduct life safety/building code analysis to verify compliance of design with latest applicable state and local codes.
5. Participate in Value Engineering workshops with the Contractor, design team, and ACPS and City representatives.
6. Perform alternative mechanical systems evaluation and recommend selection;
7. Prepare audio-visual and acoustical design requirements (in narrative form);
8. Survey existing facility to confirm locations and types of hazardous materials to be abated;
9. Perform an archaeological survey as required to meet local requirements established by Alexandria Planning & Zoning for permitting. The effort shall include all onsite efforts and equipment required to perform the survey as well as civil drawings and permit fees as required to perform the work onsite.

**2.5.4** The Designer shall be required to prepare and submit to ACPS and the City the following deliverables. All such deliverables shall be subject to review and approval by ACPS and the City:

1. Digital floor plans and site plan.
2. Preliminary building elevations and sections.
3. Plan-to-Program Comparison.
4. Design Narrative.
5. Updated Project Schedule.
6. Engineering Systems Analysis in narrative format (structural, HVAC, plumbing, electrical, fire protection, and civil).
7. DSUP Submission Requirements:

- a. Concept II drawings, compliant with City of Alexandria requirements, shall be submitted during this phase in accordance with the Project Schedule.
  - b. Completeness Submission shall be required during this phase in accordance with the Project Schedule.
8. Geotechnical report.
  9. Phase I Archaeology and Phase I Environmental studies. If required, Phase II Environmental Assessment shall be added as additional services.
  10. Record of Accepted LEED Strategies and LEED registration.

## **2.6 DESIGN DEVELOPMENT PHASE**

**2.6.1** Based on ACPS and the City's approval of the Schematic Design Documents, and on ACPS and the City's authorization of any adjustments in the Project requirements and ACPS and the City's Budget for the Construction Cost, the Designer shall prepare Design Development Documents for ACPS and the City's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include revised written outline specifications that identify major materials equipment, and systems and establish in general their quality levels. The Designer shall coordinate the mechanical, electrical, plumbing, fire protection, fire alarm, elevators, parking, energy conservation, lighting, telecommunications, streetscaping, and landscaping of the Project in sufficient detail to establish final sizing criteria and capacities, square footage requirements, required chases and risers, clearances, equipment layout, and other related components for the Project.

2.6.2 As part of the Design Development phase, the Designer shall prepare all documents necessary for supporting submissions to governmental authorities, including, but not limited to, Planning and Zoning, and Historical Review Board, as applicable.

2.6.3 At a minimum, and in addition to any services otherwise identified in the Contract Documents or that would typically be provided by an architect during this phase, and without additional compensation, the Designer shall perform the following tasks during this phase of the Basic Services:

1. Select and draft outline specifications for materials, systems, and equipment.
2. Develop detailed and dimensioned plans, wall sections, building section, and schedules.
3. Complete code compliance analysis and drawing.
4. Confirm space-by-space equipment layouts with representatives from ACPS and the City.
5. Conduct follow up meetings with community groups.
6. Meet with review agencies as required.
7. Coordinate FF&E requirements.
8. Present the design to the governmental agencies as required for necessary approvals, Planning Commission and City Counsel, and meet with community groups and Historic Review Board as required.

2.6.4 The Designer shall prepare and submit to ACPS and the City the following deliverables during this phase, all of which are subject to ACPS's review and approval:

1. Design development documents for all technical disciplines, drawings and specifications;
2. 50% and 100% design development progress printing;
3. DSUP Submission Requirements, to include, but may not be limited to, preliminary site plan documents compliant with all City of Alexandria requirements that incorporate conditions and comments received from the City. Responses to such conditions and comments shall be submitted during this phase in accordance with the Project Schedule; and
4. Updated Project schedule.

## **2.7 CONSTRUCTION DOCUMENTS PHASE**

**2.7.1** The Designer shall incorporate into the Construction Documents the design requirements of governmental authorities and Utilities having jurisdiction over the Project.

**2.7.2** At a minimum and in addition to any services otherwise identified in the Contract Documents or that would typically be provided by an architect during this phase, and without additional compensation, the Designer shall perform the following tasks during this phase of the Basic Services:

1. Prepare detailed and coordinated drawings and specifications for bidding purposes.
2. Prepare permit documents and address issues raised by the Code Official during the permit review process and incorporate all review comment revisions into the “Bid Set”. Designer is not responsible for submitting the permit documents to the building department or for preparing the permit application, however the Designer shall be responsible for the timely re-submission of all responses to subsequent review comments.
3. Prepare and submit early-release site utilities, foundation to grade, concrete and steel packages, if requested.
4. Prepare detailed plans showing furniture layout, quantities, and general specifications to ensure coordination with the building design, particularly with respect to aesthetics and electrical and low-voltage wiring and devices. Detailed furniture specifications will be provided by others.
5. DSUP Requirements
  - a. Final Site Plan documents compliant with all City of Alexandria requirements that incorporate conditions and comments received from the City shall be submitted during this phase in accordance with the Project Schedule.
  - b. A maximum of four (4) final site plan revisions will be required during this phase to accommodate conditions and comments received from the City. Revisions shall generally follow the timeline provided in the Project Schedule.
  - c. Assist with the permit processing activity.

**2.7.3** The Designer shall prepare and provide to ACPS and the City the following deliverables during this phase, all of which are subject to ACPS’s review and approval:

1. Drawings and specifications, ready for bidding in electronic format at the 70%, 95%, and 100% Construction Document level, which shall be defined as follows:
  - a. 70% documentation shall incorporate all final value engineering recommendations and design review comments from the 100% design development set and shall incorporate all designs required to obtain early release packages and Foundation to Grade (FTG) permits.
  - b. 95% documentation shall be used for Guaranteed Maximum Price (GMP) negotiation with the selected CM firm and must incorporate all final, “For Construction” details. The set shall be coordinated among all subcontract trades and incorporate all Final Site Plan conditions issued by the City as part of the DSUP process.
  - c. 100% documentation will incorporate all final building permit comments received from the City agencies and other review and shall be the final, “For Construction” set.
2. Digital sets of Construction Bid Documents consisting of at least the completed Project drawings and specifications, a Project manual and bid or proposal forms for the construction of the Project.

**2.7.4** To the extent ACPS and the City requests the Construction Bid Documents prior to Designer’s completion of the Project drawings and specifications (e.g., in the event ACPS and the City requests Construction Bid Documents for a design-build or some other alternative project delivery method) ACPS, the City, and Designer shall discuss the various options and alternatives for Construction Bid Documents and Designer shall then issue the Construction Bid Documents as directed by ACPS and the City.

## **2.8 BIDDING OR NEGOTIATION PHASE**

**2.8.1** Designer shall assist ACPS and the City in establishing a list of prospective Contractors, obtaining competitive bids or proposals, and confirming the responsiveness of the same.

**2.8.2** Designer shall assist ACPS and the City in seeking bids or other proposals for the construction of the Project by:

1. Preparing responses to questions posed by prospective Contractors about the Construction Bid Documents.
2. Participating in a pre-bid conference for prospective bidders and post-bid meetings with ACPS and the City to review and evaluate the bids (if bids are solicited), or participating in selection interviews and negotiations with prospective Contractors (if proposals are requested).

**2.8.3** Designer shall review requests for substitutions by prospective Contractors, consult with ACPS and the City about the same, and, with ACPS and the City's prior approval, prepare responses to questions and requests, including addenda to the Construction Bid Documents.

**2.8.4** ACPS and the City will utilize a GMP contracting method for the construction contract, the Designer shall perform services to allow the Owner and Contractor to arrive at a mutually-acceptable GMP value for the Project. Such efforts will include, but not be limited to, value engineering services in conjunction with the Contractor and making necessary revisions to the Construction Documents. If the services result in the Designer making significant revisions to the Construction Documents, the Designer will be entitled to reimbursement for such efforts as an Additional Services, as allowed under Article 3 of this Agreement, but also in conformance with Article 2.3.

## **2.9 CONSTRUCTION PHASE**

### **2.9.1 GENERAL**

**2.9.1.1** The Designer shall advise and consult with ACPS, the City, and the Contractor during the Construction Phase of the Project. The Designer shall have authority to act on behalf of ACPS and the City only to the extent expressly provided in this Agreement. The Designer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, nor shall the Designer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Construction Documents. However, Designer shall be responsible if it fails to meet the standard of care stated in Section 1.2.1 with respect to Designer's Construction Phase Services.

**2.9.1.2** The Designer's responsibility to provide Construction Phase Services commences with the award of the contract for construction and terminates on the date the Designer issues the final Certificate for Payment for the Contractor or when a final Certificate of Occupancy is obtained by the Owner, whichever occurs later.

**2.9.1.3** Duties, responsibilities and limitations of authority of the Designer under this Section 2.9 shall not be restricted, modified or extended without the express written agreement of ACPS, the City, and Designer.

**2.9.1.4** The Designer shall review and promptly provide written responses to requests by the Contractor for additional information about the Construction Documents with copies to the Owner.

**2.9.1.5** If deemed appropriate by ACPS and the City, the Designer shall prepare, reproduce and distribute supplemental instructions, drawings, and specifications in response to requests for information by the Contractor.

**2.9.1.6** At a minimum and in addition to any services otherwise identified in the Contract documents or that would typically be provided by an architect during this phase, and without additional compensation, the Designer shall perform the following tasks during this phase of the Basic Services:

1. Attend biweekly progress meetings.
2. Review and process shop drawing submissions, submittals, RFIs, etc.
3. Prepare meeting notes and records of decisions/changes made.
4. Participate in pre-construction meetings with the Contractors and their major trade contractors.
5. Review and sign off on monthly pay applications from the Contractor for accuracy and acceptance of work in place.
6. Review change proposals from the Contractor for accurate scope and cost.
7. Participate in regular meetings with the Owner's commissioning agent.
8. Review substitution requests from the Contractor.
9. Finalize the LEED score card submission and manage all other administration of the project LEED uploads to USGBC to achieve LEED Silver status.
10. Produce Final Record Drawings.
11. Conduct various punch list inspections.

12. Review closeout documents consistent with close-out requirements.

**2.9.1.7** The Designer shall prepare and provide to ACPS and the City the following deliverables during this phase, all of which are subject to ACPS's review and approval:

1. Meeting minutes, if requested.
2. ASI's or other clarification documents.
3. Punch list.
4. Closeout document review comments.
5. Record Documents, except an updated Building Information Modeling (BIM) model is not included in the scope.

## **2.9.2 EVALUATIONS OF THE WORK**

**2.9.2.1** The Designer shall visit the site and attend construction progress meetings at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Construction Documents. However, the Designer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Designer shall keep ACPS and the City reasonably informed about the progress and quality of the portion of the Work completed, and report to ACPS and/or the City (1) known deviations from the Construction Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

**2.9.2.2** The Designer, while under contract to ACPS and the City, shall, after notification to ACPS and/or the City, have the authority to reject Work that does not conform to the Construction Documents. Whenever the Designer considers it necessary or advisable, the Designer shall have the authority to require inspection or testing of the Work by a certified third party firm in accordance with the provisions of the Construction Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Designer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Designer to the Contractor, or its subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

## **2.9.3 SUBMITTALS**

**2.9.3.1** The Contractor and the Designer shall develop a mutually agreeable, written submittal schedule. The Designer shall review and respond to submittals in accordance with such schedule, and if a submittal is not included in such schedule, then within no more than fourteen (14) calendar days of receipt; provided, however, the Designer agrees that certain submittals will require quicker processing and the Designer shall use its reasonable best efforts to accommodate shorter timelines. Designer shall coordinate with the Contractor any Owner system-wide compatibility components such as lockset keying schedules, HVAC web controls, etc. Designer shall provide written responses to RFIs within five (5) business days of receipt.

**2.9.3.2** The Designer shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Designer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Designer, of any construction means, methods, techniques, sequences or procedures. The Designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Designer shall advise the Contractor, ACPS, and the City if Designer becomes aware of Work proceeding in the absence of approved submittals.

**2.9.3.3** If the Construction Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Designer shall specify the appropriate performance and design criteria that such services must satisfy. The Designer shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Designer. The Designer shall be entitled to rely upon

the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**2.9.3.4** The Designer shall maintain a record of, and copies of, all submittals supplied by the Contractor.

#### **2.9.4 PROJECT COMPLETION**

**2.9.4.1** At a minimum and in addition to any services otherwise identified in the Contract Documents or that would typically be provided by an architect during this phase, and without additional compensation, the Designer shall perform the following Project close-out administration tasks during this phase of the Basic Services:

1. Review the Contractor's punch list, inspect the Work and generate the A/E, supplemental punch list to verify that all work adheres to the construction documents and the design intent, reflecting all codes and regulation requirements/approvals, and the work was completed in a professional manner, consistent with industry standards.
2. Inspect the punch list work to determine if the Contractor has completed the work, update the punch list to reflect completed and remaining punch list items, and issue a certificate of substantial completion.
3. Establish a timeframe for the completion of all punch list items to issue a certificate of substantial completion and transmit to the Owner(s) all Contractor close out documentation.
4. Assist Owner(s) in obtaining the Certificate of Occupancy from the City of Alexandria. It is anticipated a final Certificate of Occupancy will be obtained approximately 120 days beyond the time when site work is substantially complete to allow sufficient time for obtaining all approvals from the City permitting agencies. The Designer shall be required to certify the final as-built documents (provided by the Contractor) are compliant with all Final Site Plan conditions agreed upon the ACPS and the City prior to issuance of the building permit. The Designer must incorporate applicable Final Sit Plan comments on punch list to ensure Contractor compliance.
5. Designer shall conduct a meeting with ACPS, the City, and the Contractor to review the facility operations and performance and to make appropriate recommendations to ACPS allowing sufficient time for any corrective work to take place prior to the end of the one year Warranty period, at no additional cost to the Owner(s).
6. Designer shall provide Landscape and BMP certifications based on visual inspections and submittals provided by Contractor.

**2.9.4.2** The Designer's services referenced in Section 2.9.4.1, above, shall be conducted with ACPS and the City's Project Manager to check conformance of the Work with the requirements of the Construction Documents and to verify the accuracy and completeness of the punch list submitted by the Contractor.

**2.9.4.3** The Designer shall meet with ACPS and/or ACPS's Project Manager and the City promptly after Substantial Completion to review the need for facility operation services. Upon request of ACPS and/or the City, and prior to the expiration of one year from the date of Substantial Completion, the Designer shall, without additional compensation, conduct a meeting with ACPS and the City to review the facility operations and performance and to make appropriate recommendations to ACPS and the City allowing sufficient time for any corrective to take place prior to the expiration of the one year warranty period..

### **ARTICLE 3** **ADDITIONAL SERVICES**

**3.1** Additional Services are services not included within Basic Services. ACPS and/or the City may direct the Designer to perform Additional Services without invalidating this Agreement. Additional Services shall be paid for by ACPS and/or the City in addition to the compensation for Basic Services as set forth in Section 7.2 and subject to Article 10, below. Additional Services shall only be provided if authorized in writing by ACPS and/or the City.

### **ARTICLE 4** **ACPS AND THE CITY'S RESPONSIBILITIES**

**4.1** ACPS and the City shall render decisions in a timely manner pertaining to documents submitted by the Designer, as well as issues the Designer brings to ACPS and the City's attention that require their decision, in order to avoid unreasonable delay in the orderly and sequential progress of the Services. It shall be Designer's responsibility to keep ACPS, the City, and its Project Manager informed of design schedule deadlines for any such decisions and to notify ACPS, the City, and its Project Manager in advance in writing of the possible impacts due to ACPS and the City, thus allowing ACPS and the City reasonable opportunity to avoid or mitigate any impacts.

**ARTICLE 5**  
**THE DESIGNER'S DOCUMENTS**

**5.1** The Designer and the Designer's consultants shall be deemed the authors and owners of their respective Work Product and shall retain all rights, including copyrights.

**5.2** Upon execution of this Agreement, the Designer grants to ACPS and the City an irrevocable and nonexclusive license to use the Work Product solely and exclusively for the purposes of constructing, using, maintaining, altering, and adding to the Project, provided that ACPS substantially performs its obligations under this Agreement.

**5.3** In the event ACPS and/or the City uses the Work Product to alter or modify the Project without retaining the author of the Work Product, ACPS and the City release the Designer and Designer's consultants from all claims and causes of action arising from such uses.

**ARTICLE 6**  
**PAYMENTS TO THE DESIGNER**

**6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

**6.1.1** ACPS and the City shall make payments to the Designer for Basic Services in accordance with Article 7, below.

**6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

**6.2.1** ACPS and the City shall make payments to the Designer for Additional Services and for reimbursable expenses in accordance with Article 7, below.

**6.3 REIMBURSABLE EXPENSES**

**6.3.1** Reimbursable Expenses are limited to the following items necessarily incurred by the Designer in the performance of the Services.

1. Expense of transportation (at economy or coach rates) in connection with the Project more than fifty miles from the Designer's office, and expenses in connection with authorized out-of-town travel. For all such transportation and out-of-town travel, Designer shall adhere to Section V (Non-Local Travel) of Exhibit B, "ACPS Business Meals and Travel Regulations and Procedures," which is the only portion of such document applicable to this Agreement, and use the General Services Administration ("GSA") per diem rates for lodging, meals, and incidental expenses, which may be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). This Section 6.3.1.1 applies only to Supplemental Design Services. All costs and expenses associated with transportation, out-of-town travel, and reproduction services for Basic and Additional Services are included in the compensation for Basic and Additional Services.
2. Expense of outside vendors for printing or reproducing large volumes of documents or documents that the Designer otherwise cannot print or reproduce in-house.

**6.4 PAYMENTS TO CONSULTANTS**

**6.4.1** Designer shall take one of the following actions within seven (7) days after receipt of amounts paid to Designer by ACPS and the City for work performed by a consultant under this Agreement:



1. Pay the consultant for its proportionate share of the total payment received from ACPS and the City attributable to the services performed by the consultant under this Agreement; or
  2. Notify ACPS, the City, and the consultant, in writing, of the Designer's intention to withhold all or a part of the consultant's payment with the reason for nonpayment.
- 6.4.2** Designer shall pay interest to any consultant on all amounts owed by the Designer that remain unpaid after seven (7) days following receipt by the Designer of payment from ACPS and the City for services performed by the consultant under this Agreement, except for amounts withheld from consultant and for which a written notice was provided to ACPS, City, and consultant as provided in Section 6.4.1, above. Unless otherwise provided under the terms of this Agreement, interest shall accrue on said amounts at the rate of one percent per month.
- 6.4.3** Designer shall furnish to ACPS and the City the names of any consultants or sub-consultants who are to furnish any labor, materials, goods or services for the Services. The Designer shall also furnish to ACPS and the City the social security numbers and federal employer identification numbers of any consultants or sub-consultants.
- 6.4.4** By appropriate agreement with each consultant, the Designer shall require each consultant to include or otherwise be subject to the same payment and interest requirements with respect to lower-tier sub-consultants.

## **ARTICLE 7** **BASIS OF COMPENSATION**

ACPS and the City shall compensate the Designer as follows:

### **7.1 COST OF BASIC SERVICES**

**7.1.1** For the proper and full performance of the Basic Services for Alexandria City Public Schools (ACPS), the Designer's compensation shall be a Not to Exceed amount of Two Million, Two Hundred Eighteen Thousand, Nine Hundred and Eleven Dollars (\$2,218,911), which includes all Basic Services, which is broken down as set forth in Exhibit 1, "Compensation Schedule."

For the proper and full performance of the Basic Services for the City of Alexandria (CITY), the Designer's compensation shall be a Not to Exceed amount of Three Hundred Sixty One Thousand, Two Hundred and Eighteen Dollars (\$361,218), which includes all Basic Services, which is broken down as set forth in Exhibit 1, "Compensation Schedule."

Grand Total Compensation for the Project is Two Million, Five Hundred Eighty Thousand, One Hundred and Twenty Nine Dollars (\$2,580,129)

### **7.2 ADDITIONAL SERVICES**

**7.2.1** For Additional Services listed in Exhibit 1, ACPS and the City shall pay Designer per agreed upon scope for any Additional Services. For Additional Services not listed in Exhibit 1, ACPS, the City, and Designer shall agree in writing on the amount of, or basis for, compensation prior to the rendering of such Additional Services. If ACPS, the City, and Designer agree as to the scope of such Additional Services, but are unable to agree upon such compensation in advance, then the Designer shall be paid for agreed upon Additional Services on an hourly rate basis based upon the hourly rates set forth in Exhibit 4, "Compensation Schedule," which shall remain constant for the duration of the Agreement, plus Reimbursable Expenses incurred in the performance of the Additional Services. Designer's rights under this Section to receive additional compensation or adjustments to time shall be subject to Article 10, below.

**7.2.2** All provisions of this Section 7.2 are subject to Article 10, below.

### **7.3 REIMBURSABLE EXPENSES**

**7.3.1** For Reimbursable Expenses, compensation shall be the actual expenses incurred by the Designer, without markup, but according to Exhibit 2, "ACPS Business Meals and Travel Regulations and Procedure."

### **7.4 INVOICING**

**7.4.1** On or before the 10th day of each month during the performance of the Services, Designer shall submit an invoice to ACPS and the City that covers the entire preceding month (e.g., an invoice submitted on February 10, 2016 would cover the month of January 1-31, 2016), along with all substantiating data and information reasonably requested by ACPS and the City. Each invoice shall be billed separately for work performed for ACPS and work performed for the City. Any invoice not billed or separated accordingly will be returned unpaid to the Designer. Each invoice shall identify the amount owed for Basic Services, Reimbursable Expenses and Additional Services, as follows:

1. For Basic Services, the Designer's invoice shall be based upon, and shall set forth, the percentage of each phase of the Basic Services performed during the period covered by the invoice.
2. For Additional Services being performed on a lump sum basis, the Designer's invoice shall be based upon, and shall set forth, the percentage of the Additional Services performed during the period covered by the invoice. To the extent Additional Services are being performed on an hourly rate basis, the Designer's invoice shall be based upon, and shall set forth: (1) the names of the individuals on Exhibit A hereto that performed the Additional Services during the period covered by the invoice; (2) the specific Additional Services that each individual performed during that period; (3) the number of hours that each individual spent on the Additional Services during that period; (4) the hourly rates applicable to those hours in accordance with Exhibit A hereto; (5) the extended amounts based upon those hours and hourly rates; and (6) respective balance(s) of Schedule Value(s). Further, to the extent an invoice includes amounts for Additional Services performed on an hourly rate basis, the Designer shall submit supporting documentation with its invoice that substantiates the hours it incurred and for which it is requesting compensation.
3. For Reimbursable Expenses, the Designer's invoice shall be based upon, and shall set forth, an itemized list of Reimbursable Expenses the Designer incurred during the period covered by the invoice.

**7.4.2** Payments are due and payable sixty (60) days from the date of the Designer's properly submitted invoice.

## **7.5 AVAILABILITY OF FUNDS**

**7.5.1** Notwithstanding anything to the contrary in this Agreement or the other Contract Documents, it is expressly understood and agreed that ACPS and the City's payment obligations to Designer are limited by, and shall in no event exceed, the funds that have been made available to both parties, or which may hereafter be made available to ACPS and the City, for this Agreement.

## **ARTICLE 8** **TIME**

**8.1** The times and dates pursuant to this Agreement are of the essence. Designer shall complete the Basic Services in accordance with the Project Schedule set forth in the RFP.

**8.2** Within five (5) days after this Agreement is fully executed, Designer shall provide ACPS and the City with a schedule for the execution of the Basic Services, which is subject to ACPS and the City's review and approval (the "Design Schedule"). The Design Schedule shall be consistent with (1) the Proposed Project Milestone Schedule set forth in the RFP, as the same is adjusted in writing by ACPS and the City's representatives identified in Section 12.1.2, herein, and mutually agreeable to Designer, and (2) the interim design durations set forth in this contract, and it shall include, but not be limited to, dates for decisions required of ACPS and the City, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for ACPS and the City's review (2) for the performance of ACPS and the City's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project. The Designer shall periodically update the Design Schedule and provide such updates to ACPS, the City and their respective Project Managers. ACPS and the City's review of, and response to, the Design Schedule and updates thereto shall not be construed as relieving Designer of its complete and exclusive control over the means, methods, sequences and techniques for performing the Services.

**8.3** The only changes to the Project Schedule set forth in the RFP or the Design Schedule that will be effective are those that are approved in writing by ACPS and the City's respective representatives, and mutually agreeable to Designer.

**8.4** If the Designer is unable to satisfy the Project Schedule set forth in the RFP or the Design Schedule, as the same are adjusted in writing by ACPS and/or the City's respective representatives identified in Section 12.1.2 and 12.1.3, herein, and mutually agreeable to Designer, due to force majeure circumstances that are beyond the Designer's control, and which the Designer could not have reasonably anticipated or contemplated at the time the Agreement was executed, then ACPS and/or the City will extend the time for Designer's satisfaction of the same to the extent its satisfaction of the same is delayed by such circumstances. Designer will not be afforded any extensions of time for delays caused by the Designer, its consultants, or anyone for whom any of them may be responsible.

**8.5** ACPS and/or the City's acceptance or granting of a time extension of the Project Schedule set forth in the RFP or the Design Schedule does not necessarily entitle Designer to additional compensation.

**8.7** ACPS and/or the City may issue Designer one or more written notices to suspend the Services and Designer shall suspend the Services for the period stated in such notices. Designer is not entitled to compensation for "down time" during the period of suspension when it is not performing Services on the Project. Designer may temporarily assign members of its Project team to other projects during periods of ACPS/City directed suspension, and those individuals shall immediately resume their Project roles when the suspension is lifted. Designer is required to maintain its Project team for the entirety of the Project and shall not permanently reassign individuals to other projects without ACPS and/or the City's express written consent. Should ACPS or the City suspend the Services for more than 90 consecutive calendar days, ACPS and/or the City will reasonably consider Designer's request to change its Project team.

**8.8** Requests, submissions, claims or disputes arising under this Article shall be subject to the requirements and procedures of Article 10, below.

## **ARTICLE 9** **INSURANCE AND INDEMNITY**

### **9.1 DESIGNER'S INSURANCE**

**9.1.1 Types and Amounts of Insurance.** The Designer shall purchase and maintain the following types and minimum amounts of insurance:

1. Workers Compensation/Employers Liability Insurance – Workers compensation insurance shall comply with the applicable statutory requirements. Employers liability insurance shall have limits of not less than \$500,000 and shall include a Waiver of Right to Recover From Others endorsement (NCCI form WC 000313) naming the Indemnitees defined in Section 9.3.1, below.
2. Commercial General Liability Insurance – Commercial general liability insurance, on a per occurrence basis, including (a) broad form property damage; (b) contractual liability insurance insuring the Designer's liabilities assumed under the Contract Documents, including the indemnification obligations set forth herein; and (c) personal injury and advertising injury in the following minimum amounts: (1) \$1,000,000 EACH OCCURRENCE (combined single limit for bodily injury and property damage); (2) \$5,000 MEDICAL EXPENSE; (3) \$1,000,000 PERSONAL AND ADVERTISING INJURY (each offense combined single limit); (4) \$2,000,000 GENERAL AGGREGATE; and (5) \$50,000 DAMAGE TO PREMISES RENTED TO YOU.
3. Automobile Liability Insurance – with limits of liability of not less than \$1,000,000 combined single limit for bodily injury and property damage coverage. Such coverage shall include all automobiles owned, leased, hired or non-owned. In addition, the Designer's automobile liability insurance policy shall include coverage for automobile contractual liability.
4. Excess or Umbrella Liability Insurance – with limits of liability of not less than: \$5,000,000 each occurrence and annual aggregate excess of primary insurance, and a maximum \$10,000 self-insured retention or deductible per occurrence. This policy shall apply on a "following form" basis to the underlying commercial general liability and automobile liability policies.
5. Professional Liability Insurance – for protection from claims arising out of professional services by or for the Designer, and to cover the indemnity in Section 9.3, below. Such insurance shall be in an amount of not less than \$2,000,000 each claim and \$2,000,000 annual aggregate, with a maximum \$50,000 self-insured retention or deductible per claim.

**9.1.2** Terms, Conditions and Endorsements. All of the insurance described in Section 9.1.1, above, shall be subject to the following terms, conditions and endorsements.

1. **Insurer.** The insurance shall be purchased from a company with an “A-: VII” or better rating from A.M. Best Company, which is both lawfully able to provide insurance in the Commonwealth of Virginia and reasonably acceptable to ACPS.
2. **Additional Insureds Endorsements.** All insurance, except the workers compensation and professional liability insurance, shall include The Alexandria City Public Schools, and its School Board, directors, officers, employees and agents as additional insureds under ISO Form CG 20 37 10 01 (or its equivalent), as well as the City of Alexandria. A copy of the additional insured endorsement must be provided along with the insurance certificate. Subsequent, non-equivalent editions of this ISO Form are not acceptable. The coverage provided to the additional insureds must be as broad as that provided to the Designer and shall not contain any additional exclusionary language or limitations applicable to such additional insureds. These endorsements shall apply without regard to other provisions of the Contract Documents.
3. **Primary Insurance.** The commercial general liability insurance under Section 9.1.1.2, above, the automobile liability insurance under Section 9.1.1.3, above, and the excess/umbrella liability insurance under Section 9.1.1.4, above, shall apply as primary insurance, without any right of contribution by any other insurance that may be carried by ACPS and/or the City. Any general liability, automobile liability, excess/umbrella liability or other insurance purchased by ACPS and/or the City is, or has been, specifically purchased as excess over any general liability, automobile liability or excess/umbrella liability insurance purchased by the Designer.
4. **Contractual Liability Insurance.** ISO or other endorsements that restrict or modify the extent of the standard contractual liability coverage afforded by the commercial general liability and automobile liability insurance policies are not acceptable.
5. **Severability of Interest.** The insurance shall include a severability of interest clause for all named insureds and additional insureds.
6. **Duration.** Coverage shall be maintained, without interruption, from the date of commencement of the Services until the date of final payment for the Services, except that the professional liability insurance shall continue until the expiration of the applicable statute(s) of limitations. The insurance obligations shall survive the expiration or termination of this Agreement.
7. **Notice of Cancellation, Etc.** Designer must notify ACPS and the City in writing at the addresses listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage that concern any proposed modification, cancellation, or termination of coverage:

Alexandria City Public Schools  
Financial Services Department  
Attn: Sharon T. Lewis, Director of Procurement  
1340 Braddock Place, Suite 620  
Alexandria, Virginia 22314  
Facsimile No. (703) 619-8090

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

8. **Defense.** The insurance obtained by the Designer, except for professional liability and workers compensation insurance, shall provide that the insurer shall defend any suit against the additional insureds, even if such suit is allegedly or actually frivolous or fraudulent. Except for the professional liability insurance, defense costs shall apply in excess of any per occurrence limit of liability and shall not reduce any aggregate limits of liability applying under the policies.
9. **Delivery of Certificates and Policies.** Designer shall provide ACPS and the City with original certificates of insurance and all endorsements, in a form acceptable to ACPS and the City, within fifteen (15) days after this Agreement has been fully executed, and thereafter, with a certificate evidencing renewals or

changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates. The Certificate Holder box shall identify the name and address of The Alexandria City Public Schools and the City of Alexandria. With respect to insurance coverage required to remain in force after final payment for the Services, the Designer shall annually submit certificates of insurance evidencing continuation of such coverage. The Designer shall submit copies of the policies or provide other policy related information within seven (7) days following a request from ACPS and/or the City.

10. **Consultants.** Designer shall cause each of its consultants to provide, pay for, and maintain in full force and effect workers compensation/employers liability insurance, commercial general liability insurance, automobile liability insurance, excess/umbrella liability insurance, and professional liability insurance, with commercially reasonable limits and coverages based upon the services they are to provide.
11. **Non-Waiver.** Permitting the Designer to commence Services or releasing any payment prior to compliance with the requirements in this Section 9.1 shall not constitute a waiver thereof.

## **9.2 WAIVERS OF SUBROGATION**

**9.2.1** The Designer, ACPS, and the City waive all rights of recovery against each other for any losses covered and paid by insurance.

## **9.3 INDEMNIFICATION**

**9.3.1** To the fullest extent permitted by law, the Designer shall indemnify and hold harmless ACPS and the City, and their respective directors, officers, employees, agents, representatives and volunteers (the "Indemnitees") from and against all Damages, including, but not limited to, economic loss and direct damages, arising out of or in any way related to the Project, but only to the extent caused by the intentional misconduct or negligence of the Designer or anyone for whom Designer is responsible or liable, regardless of whether or not such Damages are caused in part by the Indemnitees. Nothing herein shall require the Designer to indemnify the Indemnitees for their own negligence or intentional conduct. The Designer's indemnity obligations hereunder shall not be limited by any limitation on the amount of Damages it may owe (or those for whom it is liable or responsible may owe) under any employee benefit acts, including workers' compensation and disability acts.

## **9.4 INDEPENDENT OBLIGATIONS**

**9.4.1** Any of the insurance required to be provided by the Designer under this Article 9 is in addition to, and is separate and distinct from, any other obligation of the Designer under any other provision of the Contract Documents.

## **ARTICLE 10 DISPUTE RESOLUTION**

**10.1.1** Any claim or dispute between the Designer and ACPS and/or the City that arises under or in any way relates to the Contract Documents or the Project, including without limitation requests, demands, submissions, disputes or claims for money, additional time or other relief ("Claims"), which is not resolved by the mutual agreement of ACPS/the City and the Designer, shall be decided by the Procurement Officer of the relevant public body, who shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Designer within ninety (90) days after receiving such Claim. For all Claims that Designer has or wishes to pursue against ACPS or the City arising under or related to the Contract Documents or the Project, whether for money, additional time or other relief, Designer shall: (1) provide ACPS or the City with written notice of Designer's intention to file such a claim within ten (10) days of the occurrence given rise to the Claim or beginning the work upon which the Claim is based, whichever is sooner; and (2) submit a fully documented and supported Claim to ACPS in writing no later than thirty (30) days after notice of the Claim was due. Under no circumstances may Designer submit a Claim to ACPS more than sixty (60) days after it receives final payment from ACPS for Basic Services. All requirements stated in this Section 10.1.1 constitute express conditions precedent to Designer's right to pursue a Claim and Designer waives any and all Claims against ACPS to the extent it does not comply with such requirements.

**10.1.2** The Designer may not institute legal action prior to receipt of the final written decision of the Procurement Officer, unless the Procurement Officer fails to render a decision within 90 days of submission of the Claim. The decision of the Procurement Officer shall be final and conclusive unless the Designer appeals the decision within six months of the date of the final decision by instituting legal action as provided in Section 10.1.3, below. Failure of the Procurement Officer to render a decision within 90 days shall not result in the Designer being awarded the

relief claimed and shall be deemed a denial of said Claim. The sole remedy for the Procurement Officer's failure to render a decision within 90 days shall be the Designer's right to institute legal action on the Claim.

**10.1.3** The Contract Documents, and all Claims arising under or related to the Contract Documents or the Project, whether framed in contract, tort or otherwise, shall be governed by laws of the Commonwealth of Virginia, and shall be resolved by way of litigation in the Circuit Court for Alexandria City, Virginia.

**10.1.4** Each party hereto shall be required to continue to perform its obligations under the Contract Documents pending the resolution of any Claim arising under or related to the Contract Documents or the Project.

**10.1.5** ACPS and the City's payment for Services rendered or on a Claim by Designer shall not preclude ACPS or the City from making a Claim against Designer for any Services found not to comply with the Contract Documents.

**10.1.6** The Owner(s) and the Designer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to the Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement, but within a period of not more than five (5) years after the date of Substantial Completion of the Work. The Owner(s) and the Designer waive all claims and causes of action not commenced in accordance with this Section.

## **ARTICLE 11** **TERMINATION**

**11.1.1** ACPS and/or the City may terminate this Agreement at any time, with or without cause, as provided below.

**11.1.2** If Designer is in breach of any provision of the Contract Documents, ACPS and/or the City may give Designer written notice thereof and demand that Designer cure such breach. If Designer fails to fully and completely cure the breach and provide reasonable evidence of such cure to ACPS and/or the City within seven (7) days of receipt of ACPS and/or the City's notice, ACPS or the City may, at any time thereafter: terminate this Agreement; take possession of all Work Product; finish the terminated Services by whatever method ACPS and/or the City may deem expedient; and, deduct the cost thereof from any amount due or to become due to Designer under this Agreement or any other agreement between the parties. Further, Designer shall be responsible for all Damages incurred by ACPS and/or the City by reason of Designer's breach, including, but not limited to, excess re-procurement costs to complete the terminated Services. If ACPS and/or the City improperly terminates the Agreement for cause, the termination for cause will be automatically converted to a termination for convenience, and Designer shall be reimbursed in accordance with Section 11.1.3, below.

**11.1.3** ACPS and/or the City may also terminate this Agreement for its convenience and without cause at any time upon written notice to Designer. Unless otherwise directed by ACPS and/or the City, Designer shall cease its performance of the Services immediately following receipt of ACPS or the City's convenience termination notice and terminate all commitments to third parties in connection with the Services. In the event of a termination for convenience, the Designer shall only be compensated for Services actually performed prior to termination, together with Reimbursable Expenses then due, and shall not be entitled to anticipated overhead or profit on Services not performed. Designer shall submit and ACPS and/or the City shall process Designer's convenience termination payment estimate in the same manner as Designer's invoices for payment under Article 7, above, and Designer's entitlement to that payment shall be subject to the same conditions as provided therein.

**11.1.4** Upon the termination of this Agreement for any reason, Designer shall promptly deliver to ACPS and the City all Work Product and Instruments of Service in any medium of expression, whether the same is in draft or final form.

**11.1.5** ACPS and/or the City's termination of this Agreement for default may result in the removal of the Designer's name from ACPS and/or the City's mailing list for future projects for an indeterminate period.

**11.1.6** Failure of ACPS and/or the City to make payments to the Designer in accordance with this Agreement that are properly due shall be considered substantial nonperformance and cause for the Designer to suspend its Services or terminate this Agreement upon written notice to ACPS that it has failed to pay such amounts, but only if ACPS then fails to cure its breach within thirty (30) days after its receipt of such notice. Further, if Designer properly suspends its Services pursuant to this Section 11.1.6, then it shall not be required to resume its Services until it has been paid the overdue amount set forth in such notice.

**11.1.7** If ACPS and/or the City suspends the Project for more than one hundred twenty (120) cumulative days for reasons other than the fault of the Designer, then the Designer may terminate this Agreement by giving not less than thirty (30) days' written notice to ACPS and the City.

## ARTICLE 12 NOTICES

**12.1.1** The name and address of the representative of the Designer who has authority to bind the Designer and to whom all notices required under the Contract Documents must be sent, is:

William T. Brown, Vice President  
Moseley Architects P.C.  
8001 Braddock Road, Suite 400  
Springfield, VA 22151  
Email: bbrown@moseleyarchitects.com

**12.1.2** The name and address of the representative of ACPS to whom all documents and notices required under the Contract Documents must be sent, is:

For invoices and change orders: Elijah Gross, Director of Planning & Construction  
With copy to Tracey Armah  
Educational Facilities  
Alexandria City Public Schools  
1340 Braddock Place, Suite 610  
Alexandria, Virginia 22314

For notices and all other documents: Richard Jackson, Director of Educational Facilities  
Educational Facilities  
Alexandria City Public Schools  
1340 Braddock Place, Suite 610  
Alexandria, Virginia 22314

**12.1.3.** The name and address of the representative of the City to whom all documents and notices under the Contract Documentation must be sent, is:

For invoices, change orders, and all other documents: Adrian King, Capital Projects Manager  
City of Alexandria  
Department of General Services  
110 N Royal Street, Suite 300  
Alexandria, VA 22314

Designer shall provide the Project Manager with additional copies of all documents and notices that it provides to ACPS and the City.

**12.1.4** All required notices, requests, demands, and other communications that one party is required to provide to the others shall be made in writing and shall be either personally delivered, mailed by certified or registered mail (postage prepaid, return receipt requested), sent via nationally recognized overnight delivery service, emailed, or sent by facsimile, to the other parties' representatives at the physical address, email address or facsimile number stated in this Article 12, and shall be deemed to have been given on the date of actual delivery.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

**13.1 GOVERNING LAW.** The Contract Documents shall be governed by the laws of the Commonwealth of Virginia, irrespective of its choice of law or conflicts of law principles.

**13.2 SUCCESSORS AND ASSIGNS.** The Designer binds itself, and its partners, successors, permitted assigns and legal representatives to ACPS and the City with respect to all of the Designer's obligations contained in the Contract Documents. The Designer shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any of its rights, title or interests therein, to any other entity without the previous written consent of ACPS and the City.

There are no third-party beneficiaries to the Contract Documents, and nothing contained in the Contract Documents creates a contractual relationship between a third-party and ACPS and/or the City or provides a third-party with any rights or causes of action against ACPS and/or the City.

### **13.3 EQUAL OPPORTUNITY**

**13.3.1** Designer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, affiliation with faith-based organizations age, or any other characteristics covered by anti-discrimination provisions of applicable federal, state or local law. Failure to comply with such laws shall be a material breach of this Agreement.

**13.3.2** Among other laws,

1. Designer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, affiliation with faith-based organizations or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Designer. Designer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Designer, in all solicitations or advertisements for employees placed by or on behalf of the Designer, will state that Designer is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 13.3.2.
4. Designer shall include the provisions of this Section 13.3.2 in every consultant contract over \$10,000 so that the provisions will be binding upon each such consultant.

**13.4 DRUG FREE WORKPLACE.** During the performance of this Agreement, the Designer shall: (1) provide a drug-free workplace for the Designer's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Designer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; and, (3) state, in all solicitations or advertisements for employees placed by or on behalf of the Designer, that the Designer maintains a drug-free workplace.

**13.5 UNAUTHORIZED ALIENS.** Designer does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**13.6 CRIMES.** Designer certifies that neither it, nor any of its employees, workers or consultants, have been convicted of: (i) a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or (ii) a crime of moral turpitude.

**13.7 SURVIVAL.** All of Designer's representations, warranties, guarantees, and indemnifications made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations under the Contract Documents, shall survive final payment under, termination of, and/or the completion of this Agreement.

**13.8 CONSTRUCTION.** Any rule of law wherein ambiguities are construed against the drafter of a document shall not apply to the Contract Documents and it is affirmatively waived by ACPS and Designer with respect to the same.

**13.9 HEADINGS/CAPTIONS.** The headings or captions used in the Contract Documents are for convenience only and shall not be used in interpreting the same.

**13.10 FINAL AGREEMENT.** The Contract Documents represent the entire and integrated agreement between ACPS, the City, and the Designer and supersede all prior negotiations, representations, or agreements, either written or oral, between them concerning the subject matter of the Contract Documents. The Contract Documents include the "General Terms and Conditions For All Alexandria City Public Schools Awarded Contracts" ("General Terms and Conditions") that are posted on ACPS's website at <http://www.acps.k12.va.us/financial-services/purchasing/rfp-terms.pdf>, and the same shall remain operative with respect to the RFP process, including all representations made by the Designer, and obligations it agreed to, in connection with its submission of the Proposal. The Contract Documents



may be amended only by a written instrument signed by ACPS and the City. Any term in the Contract Documents that contradict or attempts to change, limit or exclude a term that is in the General Terms and Conditions, or which in any way limits or diminishes any of ACPS or the City's rights under the General Terms and Conditions, is expressly excluded from and is not a part of the Contract Documents.

**13.11 WAIVER.** ACPS and/or the City's failure to insist, in any one or more instances, on the performance of any of the Designer's obligations under the Contract Documents, or ACPS and/or the City's approval of alternatives, variances or substitutions to Designer's obligations, shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance. Likewise, ACPS and/or the City's actions or inactions shall not waive, modify or alter Designer's responsibilities and liability regarding the scope of the Services, including without limitation those responsibilities and liabilities described in Sections 1.2, 2.1, 2.2 and 2.3, above.

**13.12 SEVERABILITY.** In the event any provision of this Agreement is found to be invalid, the remaining provisions shall remain unaffected.

**13.13 KEY PERSONNEL.** Attached as Exhibit C hereto is a list of Designer's and its principal consultants' key personnel and the role played by each that will be assigned by the Designer and its principal consultants to this Project. The Designer understands that ACPS and the City selected the Designer based in large part on the key personnel proposed to staff this Project, and as such, the Designer agrees that the Designer will not be permitted to reassign any of the key personnel unless ACPS and the City approve the proposed reassignment and the proposed replacement, or the conditions. In the event that any of the key personnel become unavailable to work on this Project for reasons beyond the control of the Designer or its principal consultants (i.e., due to retirement, resignation, etc.), the Designer shall propose a substitute for any such individual and obtain ACPS and the City's consent to such substitute.

**EXHIBITS:**

- Exhibit 1:** Scope of the Project, dated January 7, 2016
- Exhibit 2:** ACPS Business Meals and Travel Regulations and Procedures
- Exhibit 3:** Key Personnel
- Exhibit 4:** Compensation Schedule

Educational Specifications (electronically available)  
Recreational Center Program Requirements (electronically available)

**The remainder of this page is intentionally left blank  
Signature Page following.**

**IN WITNESS WHEREOF**, ACPS, the City and the Designer have caused this Agreement to be executed by their duly authorized representatives.

**ALEXANDRIA CITY PUBLIC SCHOOLS**

**MOSELEY ARCHITECTS P.C.**

By: \_\_\_\_\_  
Dr. Alvin Crawley  
Superintendent of Schools

By: \_\_\_\_\_  
Authorized Representative or Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard L. Jackson  
Director, Educational Facilities

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sharon T. Lewis  
Director of Procurement

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Andrew Hullinger (As to available funds)  
Director of Budget

**THE CITY OF ALEXANDRIA, VA**

By: \_\_\_\_\_  
Authorized Agent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent

Date: \_\_\_\_\_