



Request for Proposals

ARCHITECTURAL and ENGINEERING SERVICES

Issue Date: March 26, 2018

The Harrisonburg Rockingham Community Services Board (CSB) requests qualified firms to submit proposals for architectural and engineering services related to construction of a new structure to serve as the CSB’s primary office location at the 1241 North Main Street campus and the addition and renovation of the McNulty Center for Children and Families at 463 East Washington Street, both located in Harrisonburg Virginia.

Proposals will be received until 4:00 p.m. on Friday April 13, 2018

Questions concerning this Request for Proposal and/or requests to tour the properties should be directed to:

Holly Albrite, Administrative Services Director
holly@hrccb.org
(540) 434-1941

Offer and Agreement

In compliance with this Request For Proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: _____
Address: _____

By: _____
Title: _____
Date: _____
Phone No.: _____
Fax No.: _____
FEI/FIN No.: _____

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I. INTRODUCTION

The Harrisonburg Rockingham Community Service Board (CSB) is soliciting qualified, interested firms to offer proposals to provide architectural and engineering services for the construction of a new building to serve as the primary office location for the CSB at the 1241 North Main Street, Harrisonburg campus and the addition and renovation of the McNulty Center for Children and Families located at 463 East Washington Street in Harrisonburg Virginia. Based on a recently completed feasibility study, the Main Street structure is expected to be approximately 41,000 square feet and McNulty is expected to be approximately 10,000 square feet.

Requested services include consulting with the agency to determine the most appropriate project delivery method and managing the solicitation and evaluation process that are appropriate to the selected delivery method, managing all aspects of the design process as applicable to the selected delivery method, provision of full range of applicable design and engineering services, project inspection services including periodic progress reviews, and other associated services. Although the full extent of architectural services will be defined through negotiations with the selected firm, considerable experience in designing functional, appropriate, and attractive public buildings and spaces locally is required.

The CSB's North Main Street 'campus' includes three contiguous lots at 1231, 1241, and 1351 North Main Street, totaling 4.3 acres. The McNulty Center located on Washington Streets sits on less than a one acre lot.

II. PURPOSE

The Harrisonburg Rockingham Community Services Board is a public not-for-profit agency providing community-based mental health, developmental, and substance use services to local residents since 1972. The CSB moved its offices to 1241 North Main Street in 1978, adding several additional properties on contiguous lots to house overflow staff. A separate new two story structure called Arbor House was added in 2011 at Main Street to house a crisis residential program with a second floor build out in 2013 for more administrative office space. The McNulty Center for Children and Families, located on West Washington Street, was constructed in 2000.

McNulty Center and Arbor House will remain at their current locations, with all other buildings located at the Main Street campus demolished at the completion of the building projects at North Main and McNulty.

The CSB Board of Directors first identified the need for additional space in 2007 but placed plans on hold with the economic downturn in 2008. In 2013 the Board



conceptually endorsed proceeding with further analysis of an addition to the front of the 1241 North Main St building; plans were again halted due to several unforeseen developments. In the ensuing period, the need to add additional and more functional space has grown significantly leading the Board and agency management to identify “ensuring adequate facilities to meet the functional needs of the organization” as its number one goal in its Strategic Plan.

A RFP for a Feasibility Study with Concept and Design Schematic for a structure(s) to serve as the primary office location for the CSB was issued in May 2017 and awarded to Mathers Architects in June 2017. The study and resulting report were presented to the CSB Board of Directors in December, 2017. The Board approved moving forward with construction of a new building, consistent with the selected design option, to the west of all existing buildings at the Main Street campus, and a modest addition to the McNulty Center which will necessitate moving the existing property line. Pertinent sections of the feasibility study are included in the Appendix at the end of this document.

III. PROJECT SCOPE

This project has several factors that combine to make it complex including:

- This project will be on an accelerated schedule. Both locations are out of viable space to expand. Since 2013 HRCSB has experienced a 13% increase in personnel totaling over 240 employees. The current total aggregate office work area of 29,796 square feet has been maximized. HRCSB is projecting a 25% increase in the number of employees, equating to approximately 300 staff, by 2024. In addition, the total number of unique clients served has grown by more than 5% in each successive year since FY2012 resulting in more visitors at both locations.
- Logistics and phasing of the work will be critical. The CSB will continue to operate at both locations during construction meaning that safety, timing, access and wayfinding for visitors and staff will be of paramount importance.
- Both locations present some unique challenges in terms of size and staging of the construction site.
- As a public behavioral healthcare setting, the design and construction process must be safe and secure (HIPAA compliant) and accessible (ADA compliant).
- Community perception is an important consideration. The CSB’s reputation as a good steward of public funds must be maintained.

This solicitation, if awarded, will comply with the terms and conditions of the CSB Procurement Policies and Procedures. Any costs incurred by the offeror in preparing or submitting a proposal are the offeror’s sole responsibility; the CSB will not reimburse any offeror for any costs incurred as a result of the preparation of this RFP.



Submittals in 5 copies, and one digital copy, marked “A PROPOSAL FOR ARCHITECTURAL CONTRACT” shall be addressed to:

Harrisonburg Rockingham Community Services Board
Attn. Holly Albrite
1241 North Main Street
Harrisonburg, VA 22802

IV. PROPOSAL REQUIREMENTS

The sealed envelope containing the proposal shall be labeled on the outside. Any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the responsibility of the proposer to ensure their proposal is received by the CSB by the due date and time. The CSB reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities, and to accept a proposal which is deemed to be in the best interest of the CSB.

Responses should be prepared simply and economically, providing a straightforward and concise description of the respondent’s capabilities to satisfy the requirements of this request. Each respondent should provide concise, easily identifiable responses to items listed in the evaluation criteria of the RFP. The CSB will assume no responsibility for oral instruction or interpretation.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

V. TENTATIVE SELECTION SCHEDULE

DESCRIPTION	DATE
Receipt of proposals	April 13, 2018
Evaluation of written proposals	April 18, 2018
Interviews of firms selected to be completed by	April 25, 2018
Selection	April 30, 2018

VI. EVALUATION CRITERIA

Proposals will be evaluated by the Agency using the following criteria. Each firm shall respond to evaluation criteria items in a concise and easily identifiable manner. Information and/or factors gathered during interviews, discussions and/or negotiations also shall be utilized in the final selection decision.

1. Priority assigned to the project and current workload of the firm with particular reference to personnel and other resources being proposed and proposed project schedule for completion of project at both locations.
2. Qualifications of Staff.: This section shall include resumes of key individuals who would be involved in the project. Resumes should adequately describe individual's educational background and specific area(s) of experience and expertise, especially with regard to the project at hand.
 - a. Architectural
 - b. Electrical Engineering
 - c. Mechanical Engineering
 - d. Structural Engineering
 - e. Civil Engineering
 - f. Environmental Engineering
 - g. Soil and Geotechnical Engineering
 - h. Architectural Landscaping
 - i. Interior Design
3. Experience with project delivery methods to include design build and construction management projects in addition to traditional design-bid-build encompassing procurement strategies, contractual arrangements, and compensation methods of each.
4. Past performance record and relevant experience with healthcare and complex projects
 - a. List all similar projects completed by the firm in the past 5 years.
 - b. References – show names, addresses and telephone numbers.
 - c. Quality of work, timeliness, diligence, ability to meet budget constraints.
5. Financial responsibility of the firm: the firm must agree to carry Commercial General Liability and professional liability insurance including errors and omissions in an amount not less than \$1,000,000; automobile liability of \$1,000,000 Combined Single Limits for company owned vehicles; and Workers Compensation insurance.
6. Familiarity with local building codes, related regulations, and processes including public procurement regulations.



Cost information is not to be submitted with the proposal. however, “non-binding cost estimates” will be requested and considered at the discussion stage for those firms selected for interviews.

EVALUATION CRITERIA	ASSIGNED WEIGHT
1. Project Priority	20 points
2. Overall Experience/Qualifications	20 points
3. Project Delivery Method Experience	20 points
4. Past Performance	20 points
6. Financial Responsibility	10 points
7. Knowledge of Locality and Procurement	10 points
TOTAL SCORE	100 Points

VII. SELECTION PROCESS

The review committee may engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence and experience and ability to prioritize the project. Offers will be ranked in order of evaluation scoring. Interviews will be conducted beginning with the highest/first-ranked offeror. The CSB may, but is not required to interview any or all offerors. At any time during the interviews/negotiations, the CSB may terminate all and re-advertise.

After receipt of proposals and discussions, if any, the following criteria will be used in selecting the architect for the project:

1. Current workload and ability to complete the required work within CSB constraints.
2. Special experience, technical capabilities, professional competence and qualifications of the firm and qualifications of proposed personnel assigned to the project.
3. Expertise and experience of firm relative to the specific project.
4. Past cost performance, project scheduling performance and general overall completion on time of past projects.



At the conclusion of discussions and on the basis of evaluation factors as stated in the Request for Proposals and information developed in the selection process, the review committee shall develop a final ranking of the proposals/offerors. Negotiations shall be conducted beginning with the offeror ranked first for the project. If a contract satisfactory and advantageous to the CSB can be negotiated at a price considered fair and reasonable, the award shall be made to the offeror. Otherwise, negotiations conducted with the offeror deemed first shall be formally terminated and negotiations conducted with the offeror deemed second, and so on until such a contract can be negotiated at a fair and reasonable price.

It is expected that contract reached by CSB and the successful offeror will include a Design Consultant Services Agreement and/or B101-2007 Standard Agreement Between Owner and Architect, as modified by negotiations and to incorporate the scope of services awarded as a result of this Request for Proposal.

The following Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the Community Services Board unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the CSB is subject to the provisions of CSB Procurement Policies and Procedures which comply with the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and any proposal and resulting agreement shall be governed by the same. A copy of the CSB procurement manual is available for review at the CSB office upon request. While the CSB may accept additional or modified language if submitted with the proposal, those conditions mandated by the VPPA are mandatory and non-negotiable.

TERMS AND CONDITIONS

BID/PROPOSAL ACCEPTANCE PERIOD: Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

CANCELLATION OF SOLICITATIONS: An Invitation to Bid, Request for Proposal or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

CLARIFICATION of TERMS: If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should



contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the CSB.

CONFLICT OF INTEREST/COLLUSION: Contractor certifies by signing their bid/proposal submission to the CSB, that no conflict of interest or collusion exists between the Contractor and CSB that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the CSB.

DEBARMENT STATUS: By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the Commonwealth of Virginia, nor are they an agent of any person or entity that is so currently debarred.

ERRORS IN BIDS/PROPOSALS: When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

EXCUSABLE DELAY: The CSB shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the CSB. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the CSB.

LICENSES, PERMITS and FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the CSB a copy of their Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. The bidder/offeror must have all necessary licenses to perform the services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.



MANDATORY USE of TERMS and CONDITIONS RFP: Failure to submit a proposal in the format identified for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the RFP may be cause for rejection of the bid/proposal. The CSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/ proposal which has been modified.

PUBLIC INSPECTION OF CERTAIN RECORDS: 2.2-4342 Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror.

TAXES: Sales to the CSB are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The CSB may also be exempt from other taxes and fees.

CONTRACT AWARD

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The CSB reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The CSB's decision shall be final. The CSB reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the CSB to be in its best interest. Delivery time lines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the CSB, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in **2.2-4302.2 A 4**.



The CSB reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the CSB to be in its best interest.

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, CSB will post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

PRECEDENCE of TERMS: These General Terms and Conditions shall apply in all instances with the exceptions for projects funded by the Federal Highway Administration (FHWA) and by the Federal Transportation Administration (FTA). In the event there is a conflict between the General Terms and Conditions and any federal, special, standard, or supplementary terms and conditions in this solicitation or in the final contract, the federal, special, standard, or supplementary terms and conditions shall apply, except as required by law including the requirements of the Virginia Public Procurement Act.

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

PROPRIETARY INFORMATION: Section 2.2-4342(F) of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

ANTI-DISCRIMINATION: 2.2-4311 By submitting their bids/proposals, bidders/offerors certify to the CSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Virginia Public Procurement Act.



In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the
 - b. normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - c. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - d. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the CSB all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the CSB under said contract.

APPLICABLE LAWS and COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Rockingham County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ASSIGNMENT of CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the CSB.

CHANGES to the CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written

- agreement to modify the scope of the contract.
2. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer).
 3. The CSB may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon
 4. receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the CSB of the adjustment to be sought, and before proceeding to comply with the notice, shall await the CSB's written decision affirming, modifying, or revoking the prior written notice. If the CSB decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the CSB a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the CSB's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the CSB with all vouchers and records of expenses incurred and savings realized. The CSB shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the CSB within thirty (30) days from the date of receipt of the written order from the CSB. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes



ordered by the CSB or with the performance of the contract generally.

CONTRACTUAL DISPUTES: Contractual claim procedures shall be as per Code of VA 2.2-4363.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the CSB, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the CSB may have.

DRUG-FREE WORKPLACE: 2.2-4312 During the performance of this contract, the contractor agrees to: (i) provide a drug- free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

IMMIGRATION REFORM and CONTROL ACT OF 1986: 2.2-4311.1 By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

INDEMNIFICATION: To the extent permitted by law, contractor agrees to indemnify, defend and hold harmless the CSB, its officers, agents, volunteers, and employees (“Indemnitees”) from all losses, liabilities, injuries, damage, and expenses, including attorneys’ fees, that Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to any one or more of the Indemnitees) to the extent caused by the willful or negligent performance by the contractor of its duties and obligations under or pursuant to the agreement constituting a breach of performance of the contractor’s standard of care, on a comparative responsibility basis, whether or not any other party contributed to such performance or lack of performance by the contractor. Nothing contained herein shall limit CSB’s right to statutory or common law indemnification.

INSURANCE: INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with **2.2-4332** and **65.2-800** et seq. of



the Code of Virginia. The bidder/offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

LIABILITY AND LITIGATION: The CSB shall not indemnify or hold harmless any contractor or other third party. The CSB does not waive any right or release any party from liability, whether on its own behalf or on behalf of any board members, officers, employees or agents. The CSB does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The CSB shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PAYMENT:

1. To Prime Contractor:
Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.



The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the CSB with a federal employer identification number, prior to receiving any payment from the CSB. The CSB requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the CSB shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the CSB for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or;

Notify the CSB and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the CSB, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the CSB. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the CSB.

SAFETY and OSHA STANDARDS: All parties performing services for the CSB shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All



parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

TERMINATION: Subject to the provisions below, the contract may be terminated by the CSB upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the CSB, without the required thirty (30) days advance notice, then the CSB shall be responsible for payment of services up to the termination date.
2. Termination for Cause: Termination by the CSB for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the CSB may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. Termination Due to Unavailability of Funds: Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the local governing body/bodies and are null and void in the event of non-appropriation of such funds. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the CSB.

DEFECTS OR IMPROPRIETIES: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the CSB shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.



TESTING AND INSPECTION: The CSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the CSB, in accordance with the terms of the contract, shall be replaced by the contractor at no cost to the CSB.

HRCSB A&E RFP Appendix

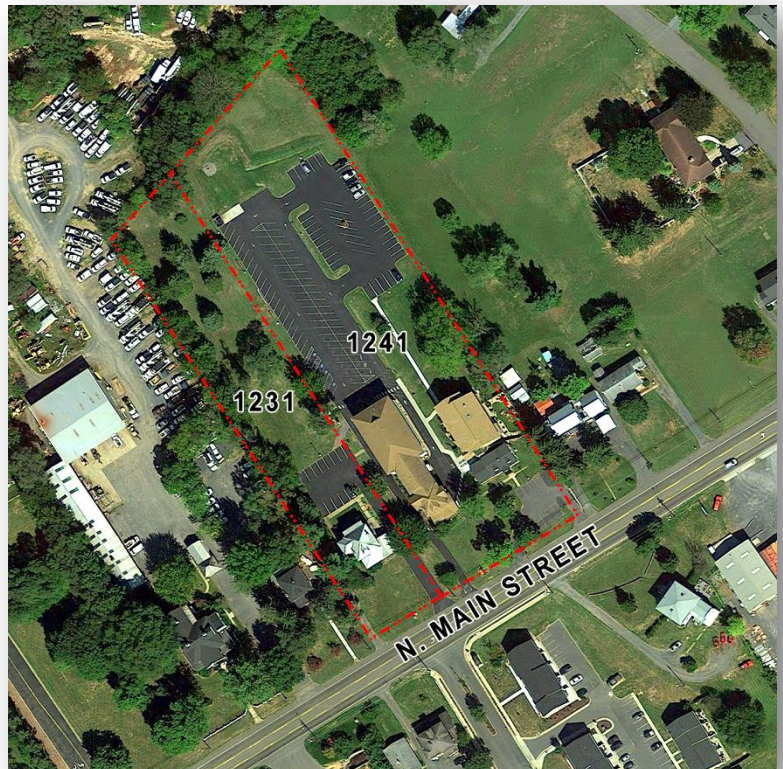
Description of Existing facilities

Main Street Campus

Site Description:

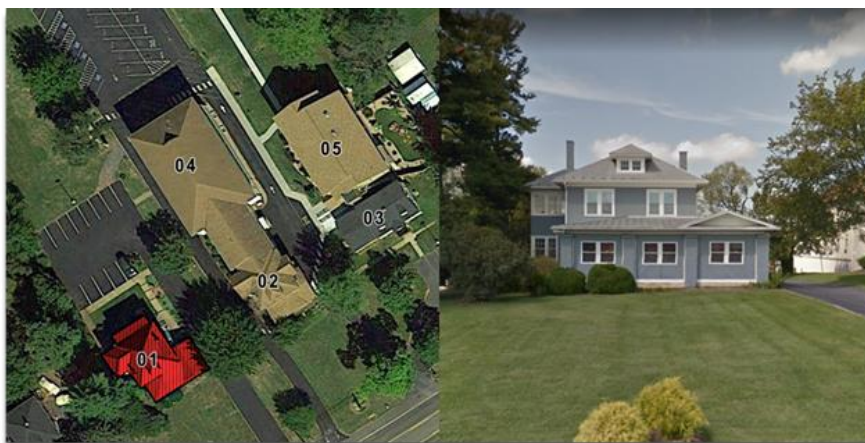
CSB’s main facility site (Site 01) is located on North Main Street between Wilson Avenue and Tyco Street. The site is approximately 4.33 acres and has a regular slope fall of 2% towards the northwest corner. The site itself consists of two distinct parcels and with one structure on the parcel 1231 and four structures on the parcel 1241. Onsite parking is provided by three (3) parking lots: one on the southeastern corner of the site; one on the southwestern corner of the site; and one on the northeast quadrant of the site. Vehicular access to the site consists of four (4) one-way drives. Parking lots are not directly connected. A storm water retention pond is located on the northern edge of the site. The site has numerous deciduous trees located throughout but is mostly vegetated with grass. An undeveloped public street right-of-way (Boulevard Avenue) runs along the northern edge of the site and connects to Wilson Avenue and Mt. Clinton Pike. Developing this right-of-way would provide additional site egress and provide more flexibility in the development of the site.

- 1241 N. Main Street
- Tax Map #: 42 B 3
- Zoning: B-2
- Deed Book: 3735/373
- Fire Inspection District: 2
- Acreage: 2.958045
- Impervious Area: 67,777 SF
- 1231 N. Main Street
- Tax Map #: 42 B 2
- Zoning: B-2
- Deed Book: 1223/113
- Fire Inspection District: 2
- Acreage: 1.367928
- Impervious Area: 11355 SF



Main Street Buildings

We have numbered the five separate structures on this site as you can see on the site plan to the right, and then we have described each, as follows:



Designation: Building #1
Name: Blue House
Location: 1231 N. Main Street
Description: Outreach Offices
Year Built: 1920
Gross Area: 2026 SF
Stories: 2 + Basement
Occupancy: Office/Storage
Construction: Wood Frame (combustible walls and/or floor)
Roof: Metal; Tin
Exterior: Stucco on frame
Heating: Heat Pump
Cooling: Heat Pump
Life Safety
Fire Alarm: Auto
Sprinkler: No
Security System: Yes
Miscellaneous Observation
Building condition: Average
Roof Condition: Average
Roof Age: > 10 year

Designation: **Building #2**
Name: Brick House
Location: 1241 N. Main St.
Description: Offices/Storage
Year Built: 1920
Gross Area: 2236 SF
Stories: 2 + Basement
Occupancy: Office/Storage
Construction Wood Frame



(combustible walls and/or floor)

Roof: Shingles; Asphalt
Exterior: Siding; Brick on frame
Heating: Forced air
Cooling: Forced air

Life Safety

Fire Alarm: yes
Sprinkler: no
Security System: yes

Miscellaneous Observation

Building condition: Average
Roof Condition: Average
Roof Age: > 20 years

Designation: Building #3
Name: Tan House
Location: 1351 N. Main Street
Description: Office and Storage
Year Built: 1922
Gross Area: 1861 SF
Stories: 2 + Basement
Occupancy: Office/Storage
Construction Wood Frame
 (combustible walls and/or floor)
Roof: Shingles; Asphalt
Exterior: Siding; Wood on frame
Heating: Forced Warm Air
Cooling: Forced Cool Air
Life Safety
Fire Alarm: Auto
Sprinkler: No
Security System: Yes
Miscellaneous Observation
Building condition: Average
Roof Condition: Average
Roof Age: ± 10 years



Designation: Building #4
Name: White Building
Location: 1351 N. Main St.
Description: Office
Year Built: 1989
Gross Area: 11865 SF
Stories: 3
Occupancy: Office
Construction Wood Frame
 (combustible walls and/or floor)
Roof: Shingles; Asphalt
Exterior: EIFS on frame
Heating: Heat Pump
Cooling: Heat Pump
Life Safety
Fire Alarm: Manual, Auto
Sprinkler: Yes
Security System: Yes, CCTV
Miscellaneous Observation
Building condition: Average
Roof Condition: Average
Roof Age: >20 years



Designation: Building #5
Name: Arbor House
Location: 1353 N. Main Street,
Description: Office/Residential
Year Built: 2011
Gross Area: 7600 SF
Stories: 2
Occupancy: Residential
 crisis/office



Construction: Wood Frame (combustible walls and/or floor)
Roof: Shingles; Asphalt
Exterior: Siding; Wood on frame
Heating: Heat Pump
Cooling: Heat Pump

Life Safety

Fire Alarm: Auto
Sprinkler: Yes
Security System: Yes, CCTV

Miscellaneous Observation

Building condition: Good
Roof Condition: Good
Roof Age: 6 - 10 years

Washington Street (McNulty Center)

Name: McNulty Center
 Location: 463 East Washington Street
 Description: Child and Family Services
 Year Built: 2000
 Gross Area: 8008 SF
 Stories: 1
 Occupancy: Office
 Construction: Wood Frame



(combustible walls and/or floor)
 Roof: Shingles; Asphalt
 Exterior: Concrete Masonry Units; Split Face
 Heating: Heat Pump
 Cooling: Heat Pump
 Life Safety
 Fire Alarm: Auto, Manual
 Sprinkler: Yes
 Security System: Yes, CCTV
 Miscellaneous Observation
 Building condition: Average
 Roof Condition: Average
 Roof Age: 17 years

The campus on North Main Street is composed of five different buildings with multiple entrances off Main Street. Three of these buildings are older homes that have been converted for office use. Roads run between these buildings, so they are not all connected, and floor levels are all different. It has grown organically, through necessity, but is far from ideal. Way-finding is difficult, arranging optimal adjacencies of departments is not possible, and proper separation of client and staff areas is not possible. Additionally, the facilities are only in “fair” condition, due to age, and are not up to current standards in terms of energy efficiency, fresh air requirements, and handicap accessibility.

The Arbor House is to be maintained, as it is relatively new and provides a very special use. The goal is to develop a cohesive building where the departments are connected together, that achieves a more ideal flow of staff and clients, is easy to way-find, and can be constructed in a way that maintains existing operations all through the process. This requires an orchestration of many parts and events that occur in a particular sequence.

Main Street location

The CSB Board-approved plan includes building a new building behind (to the west) of all the existing buildings. This way the phasing is simplified to the following sequence:

- Fence off the construction site and construct new temporary construction road in the rear.
- Construct new temporary parking for staff and clients.
- Construct the new building.
- Move all staff to new building.
- Demolish the existing structures and construct the new parking and main entrance road.

The proposed Site Plan shows a new main entry off Main Street, which is aligned with Emerson Street. The ground slopes down approximately 15 feet from Main Street to the west property line, thus sloping road and parking areas are planned so that they meet the slope limitations of the City. To the rear (west) is a “paper” street called Boulevard Avenue. This is a street that was planned many years ago but never constructed. This street could be constructed in order to provide a second way in and out of the site. This second access will not only improve vehicular flow and safety on site, but will be a necessary route to use during construction. In order maintain the existing CSB operations during construction, new space will need to be



constructed first, and that new space needs to be behind (to the west) of the existing buildings. Running construction vehicles thru the front entry is not an option.

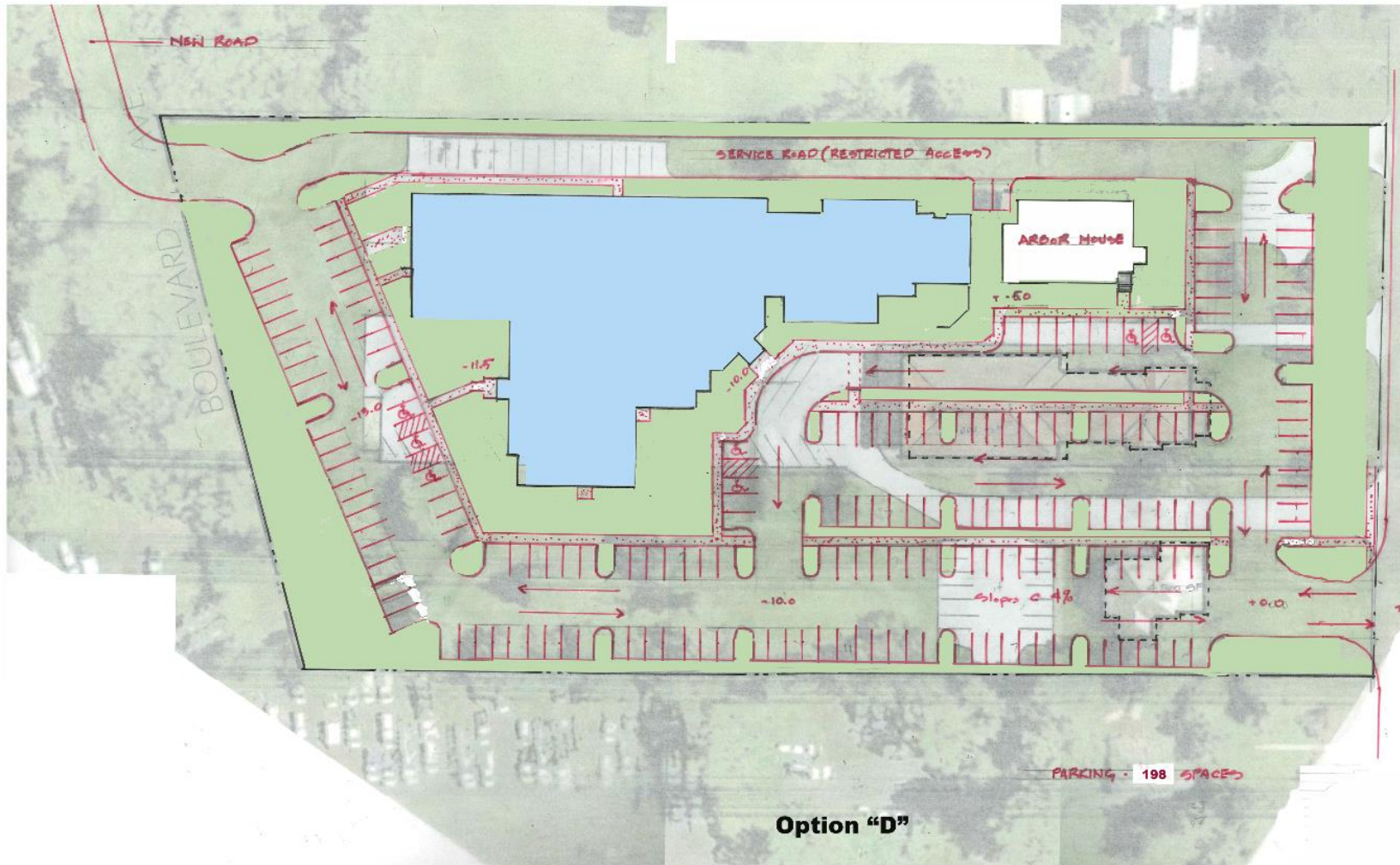
Main Street

The departments and the positions within the departments will be designed with ideal adjacencies and flow. Separation of children from adults is required. Concepts to consider are to maximize the use of space, separate staff and client corridors, control where staff and clients can interface, and to minimize construction cost include: sharing of Lobby areas for multiple departments, sharing of common conference rooms, sharing of Client Meeting and Intake Rooms, and use of Landscape furniture (work cubicles) where appropriate.

Washington Street location (McNulty)

The building is to remain but with a 1,698 sf addition and moderate remodeling inside. In order to achieve an expansion of this size, it is necessary to gain additional city-owned land to the west (Lucy Simms side) by moving the property line approximately 40 feet toward Hearthstone Lane. We have shared this request with the City (Assistant City Manager, Director of Community Development, Director of Parks and Recreation) and have been told that they do not see a problem with this request. With this property line adjustment, we can also expand and connect the parking lot to Hearthstone Lane, and have some additional space for future growth.

Requirements for this building include improved visibility from the Reception area, enlarged Break Room, restrooms, a Conference Room, a Work Room, and several shared “Intake” and “Client Meeting Rooms”. Sharing of these rooms allows staff to achieve a very efficient use of space thru use of work cubicles



Option "D"



Elevation