



Change Order

Please mail all invoices to:

Alexandria City Public Schools
 Attention: The Budget Office
 1340 Braddock Place, 6th Floor
 Alexandria, Virginia 22314

Date: 03/18/19

P.O. #: **CP-19-CK-41862675-7-P190054-118**

Change order #: 1

NOTE: P.O. # MUST APPEAR ON ALL INVOICES

Prior Amount: \$ 7,225.00

New Amount: \$ 79,045.00

Change Amount: \$ 71,820.00

Cancel PO:

Requires School Board Approval **Yes**

Vendor #: 204859-001

Vendor: Maginnis & Del Ninno
 209 Commerce Street
 Alexandria, VA 22314
 Tel: (703) 548-0460

Account #: **41862675-7-P190054**

Work Location: Alexandria City Public Schools
 Cora Kelly
 3600 Commonwealth
 Alexandria, VA 22305
 Phone: 703-619-8294

Requester	Quote, Bid # or RFP #	Expiration Date	Category/Source
Azjargal Bartlett		4/18/2022	Facility Maintenance-Renovations & Reconfigurations

Fiscal Year	Item #	Description/ Reason for change	Units	Unit Price	Line Total
Original P.O. Amount:					\$ 7,225.00
Prior Change Order Amount(s) to Date:					\$ -
Current Change Order Request:					-
FY19	1	Schematic Phase	1.00	\$ 5,350.00	\$ 5,350.00
FY19	2	Design Development Phase	1.00	\$ 9,750.00	9,750.00
FY19	3	Construction Documents Phase	1.00	\$ 41,095.00	41,095.00
FY19	4	Negotiations/Bidding Phase	1.00	\$ 2,750.00	2,750.00
FY19	5	Construction Administration	1.00	\$ 12,875.00	12,875.00
		Anticipated CO Approval: as soon as possible - summer project 03/27/19			-
					-
				Change Amount:	\$ 71,820.00
				New Amount:	\$ 79,045.00

Justification: This Change Order is to develop schematic, design development and construction documents for Cora Kelly kitchen and server area, A&E assistance during bidding and construction administration during construction.

Handwritten initials and date: JG 3/19/19

Vendor agrees to abide by the terms of the contract and related addenda entered into between the parties.

Handwritten initials and date: CA 3.18.19
 Requester: [Signature] Date: 3/18/19

Handwritten signature and date: Audrey Cordova 3/19/19
 Authorized by, Director of Facilities Date

Handwritten initials and date: MS 3.26.19
 Asst. Dir. of Budget & Fiscal Compliance Date

Procurement Office Review Date

PROPOSAL and AGREEMENT

This Agreement made the ____ day of _____, 2019 between the

Owner:

**Alexandria City Public Schools
Educational Facilities Department
Planning Design and Construction Office
1340 Braddock Place, 6th Floor
Alexandria, VA 22314**

Architect:

**MAGINNISS + DEL NINNO ARCHITECTS, PC
209 Commerce Street
Alexandria, VA 22314**

Project:

Cora Kelly Elementary School Kitchen Renovation

ARTICLE I: SCOPE OF THE PROJECT

1.1 Renovation of Cafeteria and serving area, generally as indicated on the attached concept plans.

ARTICLE II: SCOPE OF SERVICES

2.1 The Architect's services include professional architectural design, electrical engineering, plumbing engineering, HVAC engineering, and limited structural engineering services to accomplish the Scope of the Project.

2.1.1 Structural engineering services are limited to design in conjunction with removing load bearing walls between the existing serving line and cafeteria seating. Engineering for roof supported mechanical equipment is not anticipated or included.

2.1.2 Plumbing engineering services are limited to design in conjunction with connecting equipment indicated on the Concept Plan. Design for plumbing infrastructure modifications outside of the area of work is not included.

2.1.3 HVAC engineering services are limited to design of new distribution ductwork and registers from existing sources. The design of new HVAC systems and modification or replacement of the kitchen grease hood is not included.

2.1.4 Additional services may be required after assessing the existing conditions and researching applicable building codes. If additional services are required, the Architect shall provide the Client with a proposal for such services.

2.1.5 The Architect's services do not include improvements to make the building or areas outside of the area of work accessible to meet the Americans with Disabilities Act Accessibility Guidelines.

2.1.6 Services do not include work outside of the designated Area of Work and modifications or upgrades to base-building systems such as electrical service, gas, electrical switchgear, HVAC equipment, life safety, audio-visual, security, telephone, and data.

2.1.7 The Architect's services do not include identifying or specifying the removal of mold, asbestos or hazardous materials encountered during the course of the project. If any such materials are found, the Owner will be responsible for obtaining specialists for such work.

2.1.8 The Architect's services do not include design to meet specific sustainability goals or certifications such as LEED and CHPS.

2.1.9 Any opinions of cost expressed by the Architect are for information only, and the Architect does not warrant that they will accurately predict the outcome of the actual bids.

2.2 Schematic Design Services:

2.2.1 The Architect shall meet with the Owner to discuss the Concept Plan, confirm the scope and the requirements for the project, and verify the design program. One meeting is included for this purpose.

2.2.2 Personnel from the Architect's firm shall visit the project site to verify, measure, photograph, and document the relevant physical conditions in the area of the proposed work. From these data and other available documents, the Architect shall prepare appropriate base drawings for use in developing the Design and Construction Documents.

2.2.3 The Architect shall identify applicable building code requirements for the property that may be relevant to the proposed project.

2.2.4 The Architect shall prepare Schematic Design Documents that may include floor plans, digital models, or other sketches as necessary to illustrate the design. The Architect shall meet with the Owner to discuss the Schematic and reach a consensus on the design. One meeting is included for this purpose.

2.2.5 If requested and approved by the Owner the Architect shall provide Optional Additional Services for an estimate of probable construction cost based on the Schematic Design. See subparagraph 4.1.2.

2.2.6 The Architect shall prepare a brief report summarizing the Schematic Design phase of service, including: a summary of code reviews with the City of Alexandria; colors, materials, and finish recommendations; project schedule; drawings; and, other design recommendations.

2.3 Design Development Services:

2.3.1 The Architect shall confirm building code requirements including the Americans with Disabilities Act Accessibility Guidelines with respect to areas within the project scope.

2.3.2 The Architect shall verify existing conditions.

2.3.3 The Architect shall provide one PDF copy of documents and meet with the Owner to receive comments on the design development submission. One meeting is included for this purpose.

2.4 Construction Documents Services:

2.4.1 Based on the approved design development documents the Architect shall prepare complete construction documents.

2.4.2 The construction documents shall provide information suitable for obtaining a building permit, bidding, and reasonably constructing the project, including: drawings for all disciplines; and, the Project Manual with bidding information, general conditions, and technical specifications.

2.4.3 The Architect shall meet with the Owner to review the final documents, and provide final recommendations for colors, materials, and finishes. One meeting is included for this purpose.

2.4.4 The Architect shall assist the Owner in filing documents to obtain a building permit. This excludes retaining a permit expediting service.

2.5 Negotiating/Bidding Services:

2.5.1 The Architect shall provide the Owner with one set of prints and one PDF copy of the Construction documents.

2.5.2 The Architect shall respond to comments from the building permit review.

2.5.3 The Architect shall incorporate building permit review comments and issue addenda including any changes or clarifications to the construction documents during the bidding process.

2.6 Construction Phase Services:

2.6.1 During the Construction Phase the Architect shall be available in the Architect's office to clarify the Construction Documents, answer the contractor or owner's questions regarding construction, review shop drawings, review submissions, prepare supplemental information, and respond to Requests for Information.

2.6.2 The Architect shall periodically visit the site, conduct project meetings, and write reports that monitor construction to determine in general if the work is proceeding in conformance with the Construction Documents. These visits shall not be for the purpose of supervising or controlling the project in any manner whatsoever. The Architect shall not oversee the construction or be responsible for any means or methods employed by the Contractor. A total of 5 (five) site visits for the Architect and 2 (two) site visits for MPE Engineers are included in this Agreement. A fee for each additional site visit is indicated in Article IV. For the purposes of this Agreement the construction duration is assumed to be 10 (ten) weeks.

2.6.3 The Architect shall review shop drawings and submittals and take appropriate action. One review of each shop drawing or submittal is included in this agreement. Review of re-submissions shall be an additional service.

2.6.4 The Architect shall review the Contractor's Applications for Payment.

2.6.5 At the time of substantial completion, the Architect together with the Owner shall prepare a "punch list" of remaining and deficient items, and issue a Certificate of Substantial Completion. One visit is included for this purpose.

2.6.6 After the Contractor(s) completes all the work, including the "punch list" items, the Architect shall assist the Owner in "closing out" the construction contract.

2.6.7 The Architect shall update the drawings to include "as-built" information provided by the Contractor and provide digital files of Auto-CAD drawings and one reproducible set of drawings.

2.7 Change of Service:

2.7.1 A Change of Service requested and authorized by the Owner, or necessary because of a change in the scope of the project, shall be performed by the Architect on an hourly basis, as provided for in Article IV of this Agreement, or a pre-determined lump sum fee.

2.7.2 A Change of Service shall include: any service not specifically delineated in this Agreement; service in conjunction with obtaining zoning, planning, ASUP, DSUP, and T&ES approvals from authorities; retaining a permit expediting service; service in conjunction with litigation on behalf of the Owner; revisions to the documents resulting from a change in the scope of work; construction administration beyond the number of weeks indicated in subparagraph 2.6.2; and, additional shop drawing review as indicated in subparagraph 2.6.3.

2.7.3 In the course of the design work unforeseen conditions or Owner's changes to the scope may require additional professional structural or mechanical engineering, or testing services to properly complete the proposed design services. In this event, the Architect shall notify the Owner, and after approval by the Owner, shall then retain the services of the required engineers or consultants. The cost of such Change of Service shall be billed as provided in Article IV of this Agreement.

2.7.4 Testing or investigation of building systems beyond visual inspections shall be a Change of Service.

2.8 Time:

2.8.1 The Architect's service shall begin after receipt of a signed Proposal and Agreement or other notice to proceed. The Architect shall perform services in a timely manner according to a mutually agreeable planning schedule, commensurate with the complexity of the project and the professional skill and care which must be given the work. The provisional schedule for design services is:

2 Weeks	Complete Schematic Design
2 Weeks	Complete Design Development
2 Weeks	Complete Construction Documents
5 Weeks	Permitting and Bidding
10 Weeks	Construction (estimated)

ARTICLE III: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall furnish testing or any other required professional services that may be required during the course of the project.

3.2 If requested, the Owner shall furnish a written statement of the program requirements.

3.3 The Owner will furnish to the Architect available information relevant to Project and the Scope of Services, such as: a Plat or survey of the property identifying existing structures, utilities and other features; information about deed easements, covenants, and restrictions; and, existing drawings (if available) of the property. The Architect assumes that all information provided by the Owner is accurate and complete. Any cost resulting from inaccurate or incomplete information is the responsibility of the Owner.

3.4 The Owner shall provide information and complete any forms necessary for the permit application and to comply with the City of Alexandria, including an asbestos certification.

3.5 The Owner and Architect shall notify each other immediately of any information that affects the Architect's services or of any error, defect or problem during Construction.

3.6 At the completion of each phase the Owner shall review and approve the design work, and provide the Architect with any comments before the Architect receives notification from the Owner to start the next phase of service. If such formal approval is not received within one week after the end of a design phase, it is understood and agreed the Architect is authorized to continue with the next phase of service in order to maintain the schedule for the project.

ARTICLE IV: COMPENSATION

4.1 Compensation for professional services including mechanical and structural engineering shall be a total lump sum of seventy-one thousand eight hundred twenty dollars (\$71,820), comprising the following amounts by discipline for each phase:

4.1.1 Total Fees:

Schematic Phase (2.2)	\$ 5,350
Design Development Phase (2.3)	\$ 9,750
Construction Documents Phase (2.4)	\$ 41,095
Negotiating/Bidding Phase (2.5)	\$ 2,750
Construction Administration (2.6)	\$ 12,875
Fees (Lump Sum)	\$ 71,820

JK 3/26/19

4.1.2 Optional Additional Service:

Construction Cost Estimate	\$ 5,500
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4.2 Additional compensation for site visits beyond the number indicated in subparagraph 2.6.2 or meetings beyond the number indicated in subparagraphs 2.2.1, 2.2.4, 2.3.3, and 2.4.3 shall be three hundred fifty dollars (\$350) each.

4.3 Reimbursable expenses are in addition to fees, and shall be billed at 1.15 times the actual cost of the expenses.

4.3.1 Reimbursable expenses are outlays made by the Architect on behalf of the project such as the cost of all reproduction, mailing, delivery, long-distance telephone calls, or

travel.

4.3.2 All out-of-pocket costs associated with applying to authorities for the building permit shall be reimbursable, including fees, travel, parking, reproduction, and delivery.

4.3.3 The estimated cost of reimbursable expenses for the project is four hundred dollars (\$ 400).

4.4 For services performed on an hourly basis and as a Change of Service as outlined in paragraph 2.6, the Architect shall be compensated according to the following rates:

4.4.1 Hourly Rates for the Architect's personnel:

Principal.....	\$ 195.00/hour
Senior Associate.....	\$ 165.00/hour
Associate III.....	\$ 120.00/hour
Associate II.....	\$ 105.00/hour
Associate I.....	\$ 90.00/hour
Student Intern.....	\$ 50.00/hour
Clerical.....	\$ 60.00/hour

4.4.2 Change of Service for Consultants retained by the Architect shall be billed at 1.15 times the Consultant's invoice.

4.4.3 Hourly rates will be subject to adjustment after one year from the date of this Agreement to reflect increases in labor and operating cost.

4.5 All services under this Agreement shall be billed monthly or at the end of a phase of service. For services performed on an hourly basis, invoices will indicate actual hours and appropriate rates for each person. For services performed on a fixed fee basis, invoices will reflect the percent completion of the phases of service identified in paragraph 4.1. Reimbursable expenses and compensation for Change of Services will be billed at the same time as the invoice for services.

4.6 Payment is requested in 15 days from invoice date. Amounts unpaid over 30 days from invoice date shall accrue interest at the rate of 1 % per month.

4.7 If payment is not received within 45 days the Architect may suspend services until the balance is paid in full.

4.8 In the event the Architect must pursue legal means to collect fees and expenses or exercise its right hereunder, and the Architect prevails in this course of action, an attorney's collection fee of 25% of the outstanding overdue balance shall be paid to the Architect.

4.9 No deductions, penalties, or withholdings shall be made from the Architect's compensation without the written consent of the Architect.

ARTICLE V: OTHER CONDITIONS

5.1 Either party may terminate this Agreement upon fourteen days written notice, in which case the Owner shall pay within 30 days after receipt of the final invoice all fees and expenses incurred to the date of termination.

5.2 The law of the Commonwealth of Virginia shall govern this Agreement.

5.3 This Agreement may only be amended by written instrument signed by the Owner and the Architect.

5.4 This Agreement binds the Owner and the Architect, and their respective successors, assigns, and legal representatives. Neither the Architect nor Owner may transfer this Agreement without the written consent of the other.

5.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Architect.

5.6 The Architect shall have the right to include photographic or artistic representation of the project with the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed project to make such representations. However, the Architect's materials shall not include the Owner's or Contractor's confidential or proprietary information if the Owner has requested such in writing. The Owner and Contractor shall provide professional credit to the Architect in any promotional materials for the project.

5.7 This Agreement assumes the project will be constructed under a single permit using a qualified licensed General Contractor. The Architect's services do not include multiple bid packages or construction management services.

5.8 Prior to any direct or third-party claims against the Architect, the claimant shall first provide a written Certificate of Merit detailing any and all claims, the basis of the claims, and how the cause for the claims exceeds the industry standard of care. This statement shall be certified by a licensed professional and submitted thirty days in advance of any written claims.

5.9 Causes of action between the parties of this Agreement begin to run no later than the date a Certificate of Substantial Completion is signed or the date that the Architect's services are substantially completed.

5.10 This Agreement represents the entire understanding between the parties, and supersedes all previous understandings, written or oral.

5.11 The parties signing below represent they are authorized to enter into this Agreement.

SIGNED:

FOR THE OWNER
Alexandria City Public Schools

FOR THE ARCHITECT
MAGINNISS + DEL NINNO ARCHITECTS, PC

Signature



H. (Skip) Maginniss, AIA, LEED BD+C
Principal

(Typed Name and Title)

