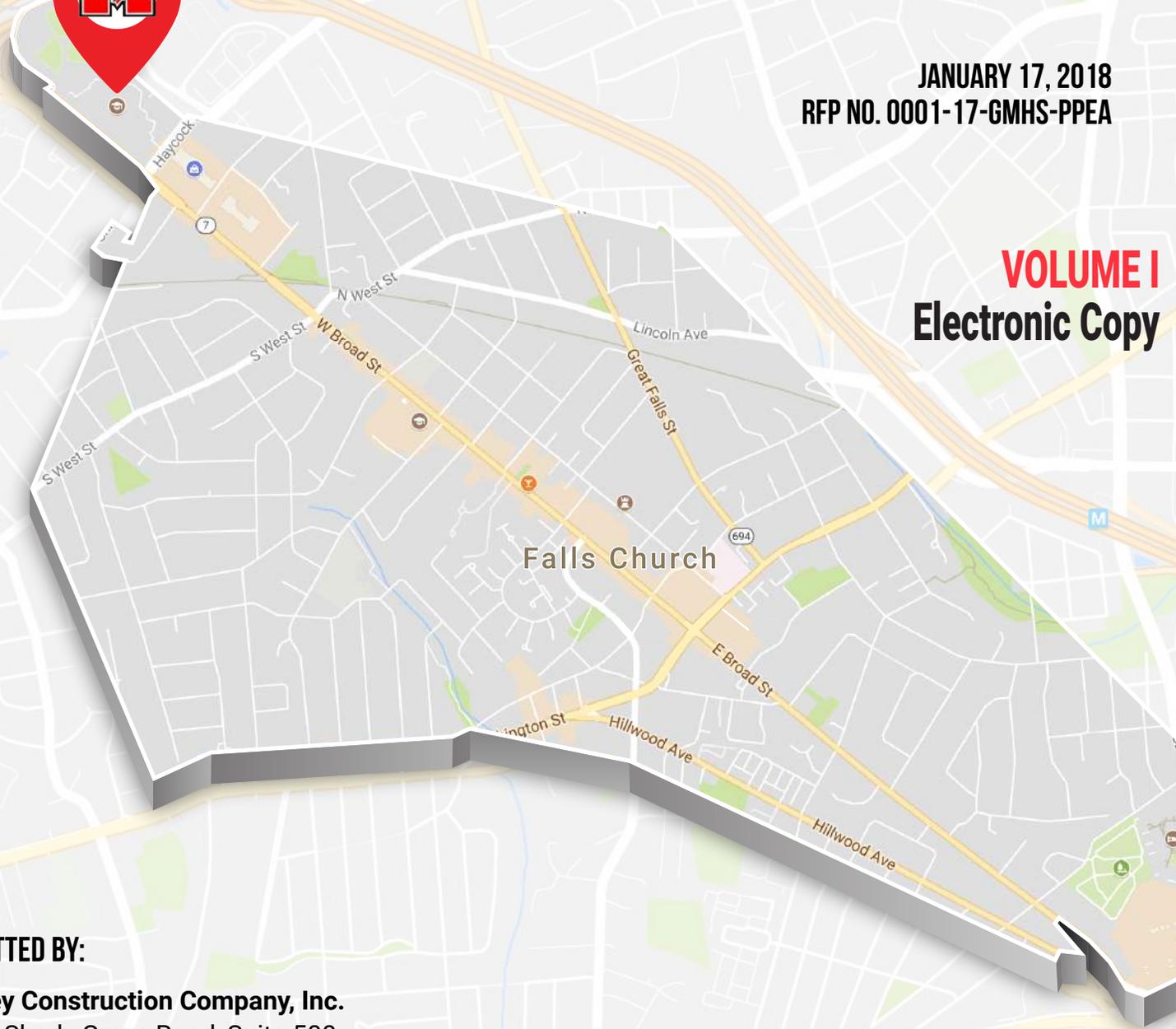


# NEW GEORGE MASON HIGH SCHOOL

CONCEPTUAL PROPOSAL

JANUARY 17, 2018  
RFP NO. 0001-17-GMHS-PPEA

**VOLUME I**  
**Electronic Copy**



**SUBMITTED BY:**

**Grunley Construction Company, Inc.**  
15020 Shady Grove Road, Suite 500  
Rockville, MD 20850  
Kenneth Grunley, President and CEO

*in association with*

**Samaha Associates, PC**  
10521 Rosehaven Street, Suite 200  
Fairfax, VA 22030



West Falls  
Church



REQUEST FOR PROPOSAL (RFP)

Date: November 30, 2017

RFP NUMBER: RFP No. 0001-17-GMHS-PPEA

RFP SUBJECT: George Mason High School PPEA Design and Construction - Conceptual

SEALED PROPOSALS TO BE SUBMITTED ONLY TO: Purchasing Office / City of Falls Church
300 Park Ave., Suite 300 East
Falls Church, Virginia 22046 / Phone (703) 248-5007

PROPOSAL DUE DATE AND TIME: by no later than January 17, 2018 at 2:00 p.m.
Prevailing Local time (Purchasing Office Clock)

Proposals are to be presented for time and date validation ONLY to the City of Falls Church Purchasing Office.

All inquiries and questions should be made in writing and forwarded to Jim Wise, Purchasing Agent, via email to jwise@fallschurchva.gov with copy to robert.jones@arcadis.com by no later than five (5) business days prior to the RFP due date.

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSAL

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Please type or legibly print all information.

LEGAL NAME & ADDRESS OF FIRM:

Grunley Construction Company, Inc. By: [Signature]
Company's Legal Name Authorized Representative - Signature in Ink

Address 15020 Shady Grove Road, Suite 500 Name: Kenneth M. Grunley

Title: President and CEO

Rockville, MD Zip: 20850 Date: January 17, 2018

Phone: 240.399.2000 Email: kennethgrunley@grunley.com

FAX: 240.399.2002 VA SCC Business Registration # F0584187

See Section 8.5 "Proof of Authority To Transact Business In VA"

This Proposal contains appropriately marked proprietary and/or confidential information. No X Yes

The City of Falls Church and its Public Schools are committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability or that this document be made available in an alternate format, call 703 248-5007 (TTY 711).

The City of Falls Church and its Public Schools do not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Proposer or Proposer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

# ADDENDUM 1



**RFP No. 0117-17-GMHS-PPEA**  
**George Mason High School Design & Construction**  
**Conceptual Phase**

Date: December 19, 2017

**ADDENDUM #1**

To: **ALL PROSPECTIVE BIDDERS**

**THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID**

**The final deadline for questions concerning this Solicitation is  
Thursday, January 11, 2018 by 12:00 PM (Noon)**

**Revision to the Request for Proposal**

- **The deadline for submission of questions in writing is:  
Thursday, January 11, 2018 by 12:00 noon**

**Questions and Answers**

- Q1. Expectations of/for commercial consultant and relationship with Offeror?  
A1. The Commercial Consultant is intended to be a member of the team with experience in the design and development of commercial projects. The purpose of the Commercial Consultant is to advise the Design/Build team regarding the transition between the 10-acre commercial site and the High School site. The transition should enhance both properties.
- Q2. Do we anticipate a stipend for the Phase 2 firms?  
A2. The Falls Church City School Board is considering a stipend in the Detailed RFP Phase. As of the date of this Addendum, a stipend is not included in the Detailed RFP.
- Q3. Is renewable energy part of this? On or off site?  
A3. The sustainability requirements of the project include LEED Gold Certification, Geothermal HVAC System, and a Net-Zero Energy-ready building. There are no requirements for off site renewable energy. Off site renewable energy may be proposed to meet the stated sustainability requirements. As stated in Attachment E, Scope of Work, "Preference will be given to proposals that provide energy generation toward a net-zero energy building".
- Q4. How deep is the test well for geothermal?  
A4. The depth of the test well has not been determined. The specifications of the test well will be determined by the recommendations of the firm engaged to perform the test.
- Q5. How many short list firms?  
A5. Three (3) firms will be short listed to participate in the Detailed Phase RFP.
- Q6. Why was PPEA process chosen for this requirement?  
A6. The PPEA process was chosen for the project based on past success and the ability to choose the proposal that provides the best value. The PPEA process also provides budget cost control by requiring a Construction Cost Limit that guarantees a maximum price with the Detailed Phase Proposals to deliver the complete project.

- Q7. Is negotiation professional or non-professional services? (both phases)  
A7. As stated in RFP Paragraph 1.6., competitive negotiation will be used to pursue a Comprehensive Agreement for this Project in the Detailed Phase. Interviews may be used to assist in determining which firms comprise the short list.
- Q8. Will SB have final approval of Offerors?  
A8. The Falls Church City School Board will review the recommendations of the Evaluation Committee and make the final approval.
- Q9. How “dedicated” must key personnel be to this project?  
A9. Key Personnel must be dedicated to the project to the extent necessary to perform the required work and successfully complete the project.
- Q10. The solicitation asks for A&E to be identified but not mechanical engineer?  
A10. Section 9.1.3.2.B of the RFP requests the identification of the Mechanical Engineer.
- Q11. Will there be a financing component of the PPEA?  
A11. There will be no financing component to the PPEA. The project funding will be provided by bonds that were authorized by referendum.
- Q12. How will scoring be done?  
A12. Scoring of the Conceptual Stage Proposals will be determined by the Evaluation Committee. RFP Paragraph 9 describes Evaluation Factors.
- Q13. What if proposals do not meet the budget?  
A13. Reference Attachment E, Scope of Work, Item 2 regarding the project budget. It was noted that the Conceptual Phase RFP, Section 9.1.4, Management Approach, requests a narrative regarding the Owner’s proposed budget and scope of work. Proposer comments may be used to refine the Detailed Phase RFP.
- Q14. FF&E design is part of evaluation?  
A14. FF&E design services are not part of the Conceptual Phase Proposal evaluation criteria. FF&E design, selection, and procurement services are included in the Scope of Work.
- Q15. Will any of the current furniture go to the new school?  
A15. The Owner does not anticipate moving existing High School furniture to the New High School however, there may be exceptions for specific equipment.
- Q16. ATT K is dated 2015 – should that be 2017?  
A16. Following a review of Attachment K, the Notary signature block should be dated to the year the signature is applied.
- Q17. In FS MEH there was a question of soil quality – will that be a factor?  
A17. The extent of the unsuitable soil material found during the construction of the Mary Ellen Henderson Middle School is not known. It is thought to extend under the Softball Field, Tennis Courts, and City Mulch Area. Reference Attachment E, Scope of Work, Item 12 regarding deep foundations.
- Q18. If there is unsuitable soil is there concern about contaminants or abatements?  
A18. The unsuitable soil material found during the construction of the Mary Ellen Henderson Middle School did not require abatement.
- Q19. Any hazmat in existing bldgs.?  
A19. The Owner will research available information regarding a hazardous materials survey for the existing building and make that information available during the Detailed Proposal Phase.

- Q20. Expand on commercial consultant and their role in this project.  
A20. It is important to the City of Falls Church and the Falls Church City Public Schools that the transition between the 10-acre commercial site and the High School site enhance both properties. The commercial consultant is intended to provide guidance to the Design/Build team regarding this transition from the perspective of someone experienced in the planning of commercial developments.
- Q21. Is the commercial component defined yet?  
A21. The City of Falls Church has established a Commercial Development Advisory Committee and anticipates starting the procurement process on the 10-acre site in the Spring of 2018.
- Q22. What site prep is required due to inclusion of the economic site – any utility or stormwater requirements?  
A22. Reference Attachment E, Scope of Work, Item 4.j regarding demolition. It is intended the commercial site be left in a stabilized (grass) condition with appropriate sediment controls. The High School project will not provide any utilities or stormwater management facilities for the commercial site.
- Q23. Any updates on parking requirements/arrangements?  
A23. There are no agreements in place with neighboring properties for parking.
- Q24. Are you looking for a full financial statement?  
A24. Reference Attachment B of the RFP for required financial data.
- Q25. Are all firms expected to submit financial data, or just the Prime?  
A25. Financial Data is only required for the Proposer as defined in Attachment B of the RFP.
- Q26. Is there a scale foam-board model?  
A26. There is no scale foam-board model of the existing site, existing school, or any studies performed.
- Q27. Are there 24x36 plan sets of the current GMHS?  
A27. Electronic copies of the existing George Mason High School and Mary Ellen Henderson Middle School will be made available to the Detailed Phase Proposers.
- Q28. On page 9 of the RFP, under Key Personnel & Other Team members, it requests information for a variety of personnel. Based on the review of the project's scope, it would appear that additional consultant information should be presented based on the importance of various factors of the project, including: environmental & sustainability, Structural Engineering, cost estimating, construction scheduling, landscape architecture, and others. Please confirm that the City would like to see resumes from the Design-Build Teams that include these consultants.  
A28. Offerors may submit resumes or other information on Key Personnel other than those specified in RFP Section 9.1.3; any such resumes/information should be submitted in RFP Section 9.1.13 – Optional Information. This information will be submitted in TAB I (Optional Information) as indicated in RFP Section 14.2.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE & EFFECT.**

Contractor must take due notice and be governed accordingly. This Addendum is considered a part of the above referenced solicitation.

**Acknowledged by:**

Grunley Construction Company, Inc.

Name of Firm



Authorized Signature

Kenneth M. Grunley, President and CEO

January 17, 2018

Date

# ADDENDUM 2



**RFP No. 0117-17-GMHS-PPEA**  
**George Mason High School Design & Construction**  
**Conceptual Phase**

**Date: January 11, 2018**

**ADDENDUM #2**

To: **ALL PROSPECTIVE BIDDERS**

**THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID**

**Questions and Answers**

- Q1. We plan to submit based on an entity structured where its contracted designer will provide errors and omissions insurance coverage and its contracted builder will provide performance and payment bond (surety) for the value of construction only. The surety coverage will not be designated for the full value of the design-build comprehensive agreement. Please advise if this organizational structure and insurance/surety arrangement meets the proposal requirements.
- A1. It is expected that the designer would provide the errors and omissions insurance coverage for the project. The Private Entity will be required to provide a performance and payment bond for the entire proposal value. The Private Entity is responsible for both the design and construction of the project. The surety is not expected to warrant or insure any damages arising from the design itself.
- Q2. Section 1.1.10 of the RFP refers to contract provisions that include a Contract Cost Limit for ALL project costs (design and construction). How will unknown, unanticipated and hard to quantify costs (such as "temporary relocation costs") be dealt with in the contract? Is the Owner planning on carrying the risk for these items? Is it possible to have the draft Comprehensive Agreement released now, so potential proposers can better understand the risk?
- A2. The Draft Comprehensive Agreement will be issued with the Detailed RFP to the shortlisted firms. The specific risks associated with the project will be dependent on the proposed design solution submitted with the Detailed RFP proposal (i.e. design that requires no temporary relocation). The Proposer's Contract Cost Limit submitted with the Detailed RFP Proposal will be based on the proposed design solution. The Owner will only be responsible for costs associated with Owner Changes from the proposed design solution and unforeseen conditions.
- Q3. Per Item 10.1 on page 10 of the Request for Conceptual Proposals PDF, we are required to return one original, ten copies of the proposal, and an electronic PDF copy of the proposal. Is this also required of Volume II - Financial Statement - Confidential? We typically do not provide multiple copies of our financial statements, so, if possible, could the requirement only be for one original Volume II?
- A3. Please provide an original copy plus ten (10) copies of each volume.
- Q4. As indicated within Attachment B, Section B, Item 4.c, do we include the copy of our current credit rating in Volume I or Volume II?
- A4. The credit rating should be included in Volume II.
- Q5. Due to the record breaking cold weather and its magnified consequences for the ADA sector of the workforce, Westwind Corporation would like to request a 14 day extension to the submission deadline for questions and qualifications submissions currently due on January 9 and January 17th respectively, for the FCCPS HS Campus Project.
- A5. Due to the timeline and necessity of this project we will not be able to extend the established milestone dates.

Q6. Do you have a releasable list of the walk through attendees?

A6. The attendance sheet from the Preproposal Meeting can be found on the City's website at <https://www.fallschurchva.gov/bids.aspx?bidID=107>.

Q7. Is Attachment B only to be filled out by more than 1 firm if the Proposer were a Joint Venture?

A7. Yes.

Q8. Is there a page limit for this submittal?

A8. No.

Q9. Can the pdf copy be provided on a flash drive instead of CDROM?

A9. Yes.

Q10. Personnel Qualification/Experience requests last employer and last position on individual resumes. Is this requesting the last firm they were employed by or the last owner they were contracted by for design/construction services?

A10. Please provide information for the last employer.

Q11. Page 1 of the RFP says to send questions with a copy to [robert.jones@arcadis.com](mailto:robert.jones@arcadis.com). Page 4 (Item 1.13) says "all questions shall be directed only to: Jim Wise." Which is correct?

A11. Page 4 – send questions only to Jim Wise.

Q12. Should all forms be signed by a representative from the A/E or the Contractor? Or will either suffice?

A12. They should be signed by an individual with the authority to bind the Offeror to a contract.

Q13. Please clarify: on page 16 of the RFP, Attachment B line item B.1.e design/build team experience, the directive is to submit on attachments C and D – can you please confirm if this means C and D as applicable (ie if it is the contractor's design build project submit on Attachment C and if it is the Design Team's design build project submit on attachment D) OR if this reads that all projects submitted must be completed by the offeror team of both the contractor and designer?

A13. Contractor projects are to be submitted on Attachment C and Architect/Engineer projects on Attachment D. The type of project delivery (i.e. Design/Build) will be expressed on Attachment C and D. If both the Contractor and Designer worked as a Design/Build team on the same project, both Attachment C and D can be submitted for the same project. The examples provided are not limited to projects where the contractor and designer worked together. .

Q14. What is the criteria/information needed for the Financial Statement and what is to be included in 14.2.2, Volume II?

A14. The purpose of this section is to determine the financial stability of offerors - please submit your company's most recent annual financial statement.

Q15. How should we refer to the Owner within our response to the RFP? Is it The City of Falls Church and Falls Church City School Board ("FCCPS") or just FCCPS as stated on page 2 of 29 in the RFP pdf?

A15. Reference Definitions, Paragraph 4.6.: "**Owner** – The Falls Church City School Board / Falls Church City Public Schools, Virginia ("FCCPS").

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE & EFFECT.**

Contractor must take due notice and be governed accordingly. This Addendum is considered a part of the above referenced solicitation.

**Acknowledged by:**

Grunley Construction Company, Inc.

Name of Firm

Authorized Signature

Kenneth M. Grunley, President and CEO

January 17, 2018

Date

# TEAMING AGREEMENT

## **TEAMING AGREEMENT**

This Teaming Agreement is made and entered into this 12th day of January, 2018, by and between Grunley Construction Company, Inc., a Maryland Corporation, having an office at 15020 Shady Grove Road, Suite 500, Rockville, MD, 20850, hereinafter referred to as "PRIME" and Samaha Associates, PC., a Virginia Corporation, having an office at 10521 Rosehaven Street, Suite 200, Fairfax, VA 22030, hereinafter referred to as "AE Consultant". Together, PRIME and AE Consultant are hereinafter referred to as "the Parties".

### **WITNESSETH:**

**WHEREAS**, the Parties hereto desire to jointly pursue, as a team, the project titled "**New George Mason High School Conceptual Design and Construction PPEA Project**" (hereinafter referred to as the "Project").

**NOW THEREFORE**, in consideration for the mutual promises given herein, the Parties hereby agree as follows:

1. In order to achieve the objectives set forth in this Teaming Agreement, the Parties agree to exert all reasonable and proper effort to produce a proposal and to conduct negotiations that will result in a contract award. Each of the Parties shall provide highly qualified managerial, technical and other personnel to perform and support such efforts and activities.
2. The Parties execute this Teaming Agreement for the pursuit of the Project with the parties to assume the roles of prime consultant and sub-consultant in submitting its proposal to the City of Falls Church, Virginia. This Teaming Agreement sets forth the Parties' respective interests and obligations prior to the submission of a proposal.
3. The Parties shall bear their own costs and expenses in the preparation and submittal of a proposal and will share, on a confidential basis, all necessary information required for the submission of same.
4. The Parties agree to prepare and submit a proposal as a team for the Project in an amount and on terms mutually agreed upon between the Parties prior to submission. If awarded the contract for the Project, AE Consultant will enter into a formal sub-consultant agreement with PRIME and PRIME will execute a contract with the Owner.
5. The Parties shall work exclusively with each other in an effort to pursue and perform the Project. No Party shall submit a proposal in response to this Request other than the proposal to be submitted by the Parties. No Party shall associate in any way with any competitor of its own or of any Party with respect to the Project. The AE Consultant may include on their team consulting engineers and professional services providers that are pursuing the Project on multiple teams. In such a case, the Parties mutually agree to make reasonable efforts to protect information from the contractor and prime consultant parties of other teams that may be proprietary or confidential related to the strategy of pursuit of the Project.
6. Each Party shall maintain, as appropriate, adequate insurance coverage in amounts customarily carried by similar entities and with deductibles, self-insurance or co-insurance as is customary for entities engaged in the same or similar businesses similarly situated.
7. The parties anticipate that during the term of this Teaming Agreement, it may be necessary to exchange information of a proprietary or confidential nature. The Parties recognize that the unauthorized disclosure of the proprietary or confidential information of the other Party will cause irreparable injury to the competitive position and other proper business interests of that Party. Accordingly, the Parties agree to protect each other's proprietary or confidential information in

accordance with the terms of this Paragraph. The provisions of this Paragraph shall survive any termination of the Teaming Agreement and any withdrawal of any Party from the Teaming Agreement for a period of three (3) years.

8. This Teaming Agreement shall remain in effect only for such length of time as may be necessary to carry out the undertaking and the terms, provisions and conditions of this Agreement unless earlier terminated by mutual agreement by the Parties.

In the event that any Party elects to withdraw from this Agreement or fails to execute the terms of this Agreement such Party shall be liable to the other Party for its costs incurred due to such withdrawal or failure.

In the event of the insolvency, bankruptcy or reorganization under the bankruptcy laws, or assignment for the benefit of creditors by any Party, this Agreement shall terminate only as to that Party.

9. During the term of this Agreement, and for one (1) year following the final termination hereof, no Party shall solicit, recruit or employ any employee of any other Party, nor shall any Party induce any employee of any other Party to leave its employ for any reason, unless mutually agreed to by both of the affected Parties in writing. Each Party shall immediately notify the appropriate other Party if an employee then on the payroll of the other Party seeks employment with the first Party.
10. Each Party agrees to defend, indemnify and hold harmless each of the other Parties to this Agreement from and against all losses, liabilities, damages, claims, costs and expenses, including reasonable attorneys' fees and disbursements whether such fees and disbursements are incurred as a result of a third-party claim or a claim under this Agreement (collectively, "losses"), to the extent such losses arise out of such Party's wrongful or negligent act or omission or breach of this Agreement in connection with its performance under same.
11. In the event of any dispute between or among Parties to this Agreement, each of the Parties shall proceed diligently with performance of its obligations under this Agreement pending final resolution of any request for relief, claim, appeal or action arising under or relating to the Agreement.
12. This Teaming Agreement shall not be amended or modified, nor any right hereunder be considered to have been waived, unless such amendment, modification or waiver is in writing and executed by duly authorized representatives of all Parties.
13. All questions arising under, or in connection with, this Agreement shall be governed and determined by the laws of the State of Maryland.
14. The partial or complete invalidity of any one or more of the provisions of this Teaming Agreement shall not affect the validity or continuing force of any other provision. All provisions of this Teaming Agreement have been inserted conditionally on their being valid in law, and in the event that one or more of these provisions is held to be invalid, this Agreement shall be construed as if such invalid provision(s) had not been inserted herein. If any such invalidity shall be due to over breadth of the length of any period of time, such period of time shall be considered reduced to a period that would cure such invalidity.
15. Obligations and benefits of this Teaming Agreement may not be assigned or otherwise transferred by any Party without the prior written consent of the other Party.
16. This Teaming Agreement constitutes the entire Agreement between the Parties. Any and all previous discussions, communications, agreements and/or representations are merged herein and superseded hereby.

17. No person or entity other than the Parties hereto shall have any right hereunder or be entitled to the benefit of any provision hereof.
18. All notices, requests, demands or other communications required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (i) on the date of service if served personally or transmitted by electronic facsimile on the Party to whom notice is to be given, (ii) one (1) day after prepaid dispatch by overnight courier to the party to whom notice is to be given, or (iii) five (5) days after mailing to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid. All such notices shall be addressed as follows:

To AE Consultant: Samaha Associates, PC  
10521 Rosehaven Street, Suite 200  
Fairfax, VA 22030  
E-mail Address [ftl@samaha-arch.com](mailto:ftl@samaha-arch.com)  
Attention: F. Thomas Lee, AIA, LEED AP, Principal

To PRIME: Grunley Construction Company, Inc.  
15020 Shady Grove Road, Suite 500  
Rockville, MD 20850  
E-mail Address: [sonyabrown@grunley.com](mailto:sonyabrown@grunley.com)  
  
Attention: Sonya Y. Brown  
Vice President of Marketing and Business Development

With a copy to: Grunley Construction Company, Inc.  
Kenneth M. Grunley, President and CEO

Any Party may change its address for purposes of notice by giving notice of the new address to the Parties in the manner set forth above.

19. Each of the Parties hereby covenants and agrees that it shall hereafter make, execute and deliver any and all such further and other instruments, documents and agreements, and do such other and further acts and things, as may be reasonably necessary or expedient to carry out and give full force to the intent and purposes of this Agreement and to the provisions hereof and to assure that each of the Parties hereto enjoys the benefits contemplated by this Agreement.
20. Other than for the purposes set forth in this Agreement, each Party hereto shall act as an independent contractor and not as an agent for or partner of or joint venturer for any other purpose whatsoever.

Except as expressly stated in this Teaming Agreement, nothing herein shall grant authority to either party to bind the other in connection with any matter related to the Project or otherwise. Such authority may be created only by express written authorization from the party to be bound.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date set forth above.

Samaha Associates, PC

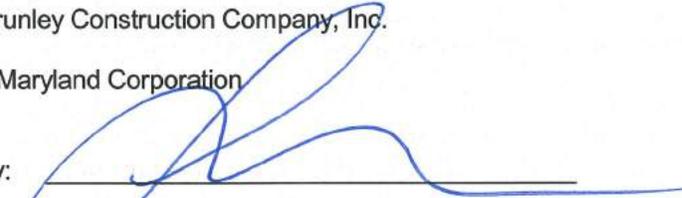
a Virginia Corporation

By:  \_\_\_\_\_

**F. Thomas Lee, Principal**  
Print Name & Title

Grunley Construction Company, Inc.

a Maryland Corporation

By:  \_\_\_\_\_

**Sonya Y. Brown**  
**Vice President of Marketing and Business Development**  
Print Name & Title