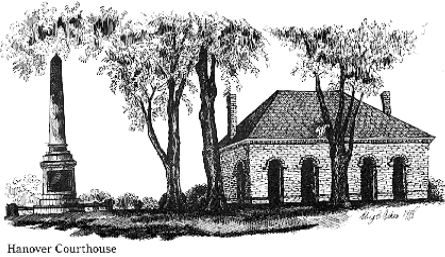


REQUEST FOR PROPOSALS TITLE PAGE

Hanover County, Virginia Finance and Management Services Purchasing Division



Proposal Title: **ARCHITECTURAL & ENGINEERING SERVICES RELATED TO PARKS & RECREATION PROJECT**

This is Hanover County's Request for Proposals No. 11-031910-2221TP, issued September 27, 2011. Direct requests for information to: **Trena A. Ponton, CPPB, Purchasing Officer III: PH (804) 365-6283; FX (804) 365-6100; email: taponton@co.hanover.va.us**. Sealed proposals will be accepted prior to 2:00PM, October 19, 2011. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Division. Offerors are responsible for ensuring that Purchasing Office personnel stamp their submission by the deadline indicated. In the event this time clock is not functioning, the time shall be determined by time displayed on the landline telephone near the time clock. The time on the telephone will be written on the proposal by hand, by County staff in the Purchasing Division. Should the County be officially closed at the time the proposal is due or pre-proposal conference is scheduled, the proposal due date or pre-proposal conference date shall automatically be changed to the same time on the next day the County is officially open at that time. **Offerors are responsible for ensuring their proposals are stamped by Purchasing Division personnel prior to the deadline indicated. Proposals received after the stated due date and time shall not be considered.**

A Pre-proposal Conference will be held for this procurement on **October 10, 2011 at 1:00pm**. Hanover County Parks and Recreation Department located at, 13017 Taylor Complex Road, Ashland, Virginia 23005, to discuss the general scope of services and answer general questions. **Attendance is not mandatory, but encouraged. All questions/requests for information not posed at the pre-proposal conference shall be submitted in writing, addressed to:** County of Hanover, Purchasing Division, **ATTN: RFP No. 11-031910-2221TP**, P. O. Box 470, Hanover, VA 23069-0470 and to be assured consideration, must be received prior to **4:30 pm, October 11, 2011**, the County's next business day following the pre-proposal conference. Questions may be submitted by fax to 804-365-6100, or email to taponton@co.hanover.va.us. After reviewing any questions/requests submitted, the County will issue an addendum to respond to items it deems necessary. Changes to this Request for Proposals will be made only by written addendum issued by the County Purchasing Division.

Submit Proposals: **BY MAILTO:**

County of Hanover
Finance and Management Services Dept.
Purchasing Division
P. O. Box 470
Hanover, VA 23069-0470

BY HAND DELIVERY OR EXPRESS CARRIER TO:

County of Hanover
Finance and Management Services Dept.
Purchasing Division
7496 County Complex Road
Hanover, VA 23069

Information the Offeror deems Proprietary is to be included in the proposal in the separate section of the proposal identified on the line below. See Submission Requirements in this RFP for additional information.

All proposed exceptions to this Request for Proposals, and any proposed changes to the contract documents or terms and conditions, are to be included in the proposal response in the separate section of the response identified on the line below. See Submission Requirements in this RFP for additional information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Hanover, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the County of Hanover, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Hanover.

INCLUDE PAGES 1, 2 AND 3 OF THIS RFP AS THE FIRST 3 PAGES OF YOUR PROPOSAL RESPONSE

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with Hanover County.

The bidder hereby certifies that he will comply with all provisions of the Virginia Public Procurement Act and with the laws and regulations of Hanover County.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Hanover, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the County of Hanover, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Hanover.

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations. Indicate by placing a check here if a Faith-Based Organization as described in VA Code § 2.2-4343.1B.

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. (See full text in General Terms and Conditions)

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

Virginia State Corporation Commission Number: _____

OR

Check here if authorization is not required, and explanation is included.

Any bidder or 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please indicate the type of business:

_____ Individual Trading Under Trade Name (List Individual and Trade Name in "Full Legal Name of Bidder" below)

_____ Individual Trading in Own Name _____ Partnership _____ Corporation

Full Legal Name of Offeror: _____

Mailing Address: _____

Remittance Address (if different): _____

Signature: _____ (Person signing must be authorized to bind the Offeror in contractual matters)

Printed or Typed Name: _____ Date: _____

Title: _____ Email Address: _____

Phone: () _____ Fax: () _____

CONTACT INFORMATION (if different from above)

Printed or Typed Name: _____ Title: _____

Mailing Address: _____

Email Address: _____

Phone: () _____ Fax: () _____

1.0 GENERAL INFORMATION

- 1.1 The County is soliciting proposals from Offerors to provide Architectural-Engineering (A&E) services related to Parks and Recreational projects. Services are anticipated to include, but shall not be limited to: development of new parks; park construction projects; and improvements to existing parks. Offerors shall have previous experience in the design and construction administration of parks and recreational facilities.
- 1.2 The County makes no guarantee of the amount of work to be performed under the resulting contract. The County reserves the right to award contracts from this solicitation to one or more Offerors.
- 1.3 Parks and Recreation Background Information:

1.3.1 Projects funded in the County’s FY 12 budget:

Description	
Professional Services	\$6,200
Miscellaneous Projects	\$4,800

1.3.2 There may be additional projects to be funded primarily by issuance of bonds. This potential project list and timeline are yet to be determined.

2.0 SCOPE OF SERVICES

- 2.1 The Contractor shall provide all supervision, labor, materials, and transportation necessary for A&E services that shall include, but may not be limited to the following: studies; preliminary A&E reports; schematic design services; design development; construction administration and / or construction inspections; budgeting; post-construction; completing Conditional Use Permit applications; and other related supplemental services associated with parks and recreation facilities.
 - 2.1.1 The resultant Contractor shall refer to Hanover County website, www.co.hanover.va.us/planning/ppp.htm for description of County processes and applicable regulatory approvals which may be required for construction projects which may include site investigations, geotechnical studies, preparation of plans, applications and appearances in front of the general public and other meetings.
- 2.2 Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the County.
- 2.3 The County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Purchasing Director and a Contract Addendum and/or Purchase Change Order issued by the Purchasing Division to change the contract.

3.0 PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Schedule of Items</u>	<u>Date</u>
Issue Request for Proposal	September 30, 2011
Pre-Proposal Conference	October 10, 2011 @ 1 p.m. in the Taylor Complex Classroom
Proposals Due Prior to 12:00 p.m.	October 19, 2011 in Hanover County Purchasing Division
Discussions with Selected Offerors	October 24 – 26, 2011
Award of Contract	November 1, 2011 (Tentative)

4.0 PROPOSAL RESPONSE

- 4.1. Submission Requirements
 - 4.1.1 An **original**, so marked, and **2 copies**, so marked, for a **total of 3 copies** of your proposal document are required. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the outside of the envelope. Offerors are responsible for having their proposal stamped by Purchasing Division staff before the deadline for receipt of proposals. The County will not assume responsibility for reproduction where an insufficient number of copies have been supplied.

In any such case, the County will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the County to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

4.1.2 *Use of Information and Documents*

The County and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of the County. Following award the County may be required to allow inspection and copying of documents, and may also use the Offerors documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold the County, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offerors response.

4.1.3 *Submission of Proprietary Information*

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

4.1.4 **Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.**

4.1.5 The County's proposed contract documents and this Request for Proposals contain terms and conditions the County of Hanover favors and intends to use for the resultant contract. **If the Offeror wishes the County to consider any changes to these documents, such changes must be submitted as part of the Offerors proposal.** Any Contractor receiving a contract award shall be required to execute a contract in substantial compliance with the County's standard contract and will be required to furnish all other required contract documents including tax identification or social security number within fifteen days after receipt of notification that the contract is ready for signature; otherwise, the County may award the contract to another Offeror.

4.1.6 Proposals having any erasures or corrections must be initialed by the Offeror in ink.

4.1.7 The County will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.

4.2. Format and Content

4.2.1 The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume if practical. Incomplete proposals may be determined non-responsive.

4.2.2 Offerors should organize their proposals using the following format:

Proposals are limited to a submission of 20 pages. Pages with print on the front and back will be counted as two pages. Note: the first three pages of the RFP required by the County will not be counted as part of the page number requirements along with copies of certifications and insurance.

4.2.2.1 *Title Sheet*

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1, 2 and 3)** of this solicitation and include it as the first three pages of your proposal. The name stated on the Title Sheet, must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided. **Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.**

4.2.2.2 *Project Methodology*

- 4.2.2.2.1 Provide a description of services proposed to satisfy the requirements described in this solicitation.
- 4.2.2.2.2 Describe how the Offeror proposes to manage assignments generally associated with “as needed” services contracts, depth and variety of staff disciplines available and familiarity with Federal, State and Local codes, laws and regulations governing the work.

4.2.2.3 *Experience of the Offeror and the Project Team*

Include a brief statement of the Offerors experience in providing the services stated in the Scope of Services. This statement should include specifics as to experience related to A&E services related to parks and recreation facilities and projects. If subcontractors or special consultants will be used, they should be identified and their qualifications included in the proposal. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and local governments. List key professional staff to be assigned work under the contract and describe their experience as project team members. Show only experience directly related to their assigned duties under the proposed project. List team members’ names and titles in the listed project, project title, brief project description, year completed and name, address, and phone number of the client. Include resumes of key personnel and subcontractors.

- 4.2.2.3.1 Include a list of projects that contained work similar or related to that called for in this solicitation. Include the following information:
 - 4.2.2.3.2 project name, brief project description and location of the office responsible for the project.
 - 4.2.2.3.3 name of team members who worked on this project with their job title and brief description of their responsibilities in the listed project.
 - 4.2.2.3.4 budgeted cost.
 - 4.2.2.3.5 completed cost.
 - 4.2.2.3.6 scheduled completion date.
 - 4.2.2.3.7 actual completion date.

4.2.2.4 *References*

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the County may contact.

4.2.2.5 *Fees for Services*

Fees for services shall be stated in United States Dollars (USD), but are **NOT to be submitted with the proposal response**. For those Offerors selected for interview/discussions, a non-binding schedule of fees will be required at the time of the interview/discussions. Fees shall be considered in the final ranking of Offerors for award of the contract.

4.2.2.6 *Insurance*

- 4.2.2.6.1 The proposal should address the insurance coverage of the Offeror. A sample insurance certificate submitted as part of the proposal is the preferred method of indicating coverage. Original certificates of insurance signed and provided by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies evidencing that the required insurance is in effect, shall be provided to the County Purchasing Division prior to award of the contract, and within seven days of any written request a certificate, and for each year for five years after Final Payment for the Work with respect to products and completed operations liability.
- 4.2.2.6.2 The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the County, as will protect itself and the County from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability (if required by statute), Commercial General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability), Business Auto Liability, and Professional Liability Insurance. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. Insurers should have a rating of "A-", Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the County. Applicable insurance policies should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to the County Purchasing Division. Hanover County, Virginia and its elected and appointed officials, officers, consultants, agents and employees should be named as additional insureds on the Contractor's Commercial General Liability insurance. This insurance shall be primary to any other insurance or self insurance available to the County.

4.2.2.7 *Other Information*

- 4.2.2.7.1 Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.
- 4.2.2.7.2 Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the County in addition to general assistance.

5.0 **CRITERIA FOR PROPOSAL EVALUATION**

5.1 Qualifications of the Project Manager and Project Team

Qualifications and experience of the project team in the areas stated in the Scope of Services including demonstrated knowledge and understanding of the types of work to be performed, previous experience in similar or related work, familiarity with local conditions, and expertise in the processes involved with Hanover County permitting and plan approvals.

5.2 Overall Qualifications and Experience of the Firm

Qualifications and experience of the firm, including any subcontractors and special consultants, in the areas stated in the Scope of Services. Overall qualifications may include, but not be limited to, the size of the firm relative to the scope of services, depth and variety of staff disciplines available, quality control/quality assurance practices, insurance coverage, references, ability to meet budget and schedules, familiarity with applicable Federal, State and Local codes, laws and regulations governing the work, previous related experience, etc.

5.3 Non-binding Estimate of Professional Fees.

5.3.1 Professional fees are **NOT** to be submitted with the proposal response. ***At the discussion / interview stage, the Offerors will be expected to provide a non-binding estimate of hourly rates, fees and other miscellaneous charges for the completion of the project based on the RFP schedule and anticipated design steps.*** Such non-binding estimates of prices for services may be used in the selection process in accordance with the Virginia Public Procurement Act.

5.3.1.1 When identifying contract fees and hourly rates, the County expects the following to be included in its contracts:

5.3.1.1.1 The County does not allow mark-ups on reimbursable expenses, including fees charge by sub-consultant(s).

5.3.1.1.2 Job classifications and fixed hourly rates are to be provided. Listing “ranges” for fees for additional services desired will not be accepted.

5.3.1.1.3 Known sub-consultant’s fees and hourly rates are to be included.

5.4 Response Capability

Demonstrated ability to complete projects on time and within budget and provide favorable response time to project schedules, requirements for reviews, reports, meetings with staff and regulating agencies and commitment to priority for County projects assigned.

6.0 METHOD OF AWARD

6.1 The County reserves the right to make multiple awards pursuant to this solicitation. The County shall engage in individual discussions with two or more Offerors it deems to be fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed contract, as well as alternative concepts. At the discussion stage, the County may discuss non-binding fee estimates of total project costs, including, but not limited to, life cycle costing, and where appropriate, non-binding fee estimates of price for services. At the conclusion of discussions, on the basis of the evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror(s) ranked highest. If contracts satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, award shall be made to that Offeror(s). Otherwise, negotiations with the Offeror(s) ranked highest shall be formally terminated and negotiations conducted with the Offeror(s) ranked next highest, and so on until contracts are awarded at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

7.0 GENERAL TERMS AND CONDITIONS

(References to “Contractor” in this section are to the successful Offeror who enters into a contract with the County.)

7.1 Certifications

7.1.1 By submitting its proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the County.

7.1.2 By submitting its proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has 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 value, present or promised.

7.2 Independent Contractor

The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

7.3 Rejection And Award of Proposals

The County reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors if so stated. A Notice of Contract Award for this solicitation shall be posted on a bulletin board outside the Purchasing Division for a period of at least 10 calendar days. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor unless so stated in the Request for Proposals. The County reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.

7.4 Withdrawal of Proposals

7.4.1 An Offeror may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.

7.4.2 By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposals.

7.5 Contractor Registration/County Licensure

7.5.1 If required in order to perform any of the work in this Request, the Offeror certifies that the Offeror has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications. If required for the work called for in the Request, the Contractor shall also obtain a License from the Hanover County Commissioner of Revenue.

7.6 Contract Termination

7.6.1 The County may terminate the resultant CONTRACT at any time for the County's convenience by giving written notice to the Contractor in accordance as provided in the Notification paragraph in the CONTRACT, specifying the date of such termination. Upon receipt of such notice, the A&E shall: (1) immediately discontinue all services affected upon receipt of termination notice; and (2) deliver to the County, within 30 days, all finished and unfinished documents, data, studies, maps, models, photographs, reports, computations, estimates, summaries, computer programs, and such other information, materials and documents as may have been provided by the County or prepared by the A&E or accumulated by the A&E during the performance of this CONTRACT and all such material shall become the property of the County. In the event of a termination not the fault of the A&E, the A&E shall be compensated for all services performed to the termination date, with reimbursable expenses then due, which may include reasonable and necessary costs of the A&E, approved by the County, in reporting to the County, compiling data for the County, and completing a report for the County on the services performed to the date of notice of termination. Notwithstanding the above, the A&E shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach, act or omission by the A&E.

7.6.2 If funds are not appropriated for this contract for any County fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the County shall not be liable for future payments or for cancellation or termination charges.

7.7 Ownership of Documents

7.7.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

7.7.2 Any documents or other materials provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

7.8 Licenses And Permits

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

7.9 Royalty And License Fees And Copyright, Trademark And Patent Protection

7.9.1 In submitting its proposal, the Offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

7.9.2 Unless specified otherwise in the CONTRACT, the Offeror shall pay all royalty and license fees relating to the items covered by the contract.

7.9.3 In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

7.10 Taxes

The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

7.11 Damage to Property

The Contractor shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the CONTRACT. The Contractor shall repair to proper working order or replace, to the County's satisfaction, any property damaged directly or indirectly by its actions or omissions.

7.12 Compliance With All Requirements

The Contractor shall comply with and provide all deliverables in compliance with all applicable Federal, State and local laws and regulations.

7.13 Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Hanover County General District Court or the Hanover County Circuit Court and any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

7.14 Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

7.15 Contractual Provisions Included Pursuant to Statutes

7.15.1 *Nondiscrimination and Drug-Free Workplace*

If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:

- 7.15.1.1 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 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 non-discrimination clause.
- 7.15.1.2 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.
- 7.15.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 7.15.1.4 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. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 7.15.1.5 The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.15.2 *Payments To Subcontractors*

Pursuant to Virginia Code Section 2.2-4354, the Contractor agrees that:

- 7.15.2.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:
 - 7.15.2.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to this Contract, either:
 - 7.15.2.1.1.1 Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or
 - 7.15.2.1.1.2 Notify the County, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the County shall be given to: Hanover County Administrator, P.O. Box 470, Hanover, VA 23069-0470.
- 7.15.2.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the County for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.

- 7.15.2.3 The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 7.15.2.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.
- 7.15.2.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

7.15.3 *Contractual Claims*

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the County Administrator, Hanover County Government Building, 7516 County Complex Road, Hanover, Virginia 23069 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision.

The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

7.15.4 *Ethics in Public Contracting*

- 7.15.4.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Director upon request.
- 7.15.4.2 The provisions of this section supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

7.15.5 *Employment of Unauthorized Alien*

The A&E does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7.16 Indemnification

To the fullest extent permitted by Commonwealth of Virginia law, the A&E shall indemnify and hold harmless the County and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from this CONTRACT, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent acts or omissions, recklessness or intentionally wrongful conduct of the A&E, any Subcontractor, any persons or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable.

7.17 Audit

- 7.17.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.
- 7.17.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.
- 7.17.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the County's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

7.18 Financial Statements

- 7.18.1 Any entity responding to this solicitation, and the vendor or contractor chosen as a result of this solicitation, by submission of a response to this solicitation, agrees to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is complete and is the most recent audited financial statement(s) available.
- 7.18.2 The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s).
- 7.18.3 The vendor or contractor chosen as a result of this solicitation shall require this same provision to be included in the contracts of all subcontractors and any other entities providing any services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the vendor or contractor fail to ensure the County's rights under this section, the vendor or contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

7.19 Faith-based Organizations

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations.

7.20 Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth

- 7.20.1 In accordance with Virginia Code § 2.2-4311.2, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- 7.20.2 Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- 7.20.3 Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Hanover County Administrator.
- 7.20.4 Any business entity described that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

7.20.5 The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

7.21 Extension of Contract Term

The County Purchasing Division, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

8.0 GENERAL OPERATION OF “AS NEEDED” TERM CONTRACT

8.1 When work is needed pursuant to any contract awarded as an “as needed” basis, the County will, at its discretion, contact one or more of the Consultants awarded such contracts and provide the Consultant(s) information about the proposed “Task”. The same information shall be provided to each Consultant contacted. The County shall, in a “Task Description”, describe the proposed scope of work, time allowed the Consultant to respond, date the work should be completed, required deliverables, information and/or resources to be provided by the County, the County contact person and any other information the County deems pertinent to the task.

8.1.1 Once the Consultant receives the Task Description, each Consultant interested in receiving the Task assignment shall submit a response to the designated contact person within the time allotted. The Consultant’s response shall include all information requested by the County, including, but not limited to, the Consultant’s statement of the scope of work, proposed fee to complete the work, date work will be completed and list of deliverables.

8.1.2 After the deadline for responses, the County may negotiate the scope of work, fee, schedule and deliverables with each Consultant who submitted a timely response and assign the task to that Consultant who, in the opinion of the County, submitted the best and most responsive proposal for the task to be assigned.

8.1.3 Project involving roofing, the County may utilize the services of its existing Contractor for roof design and consulting services to assist the resulting A&E.

8.2 The contract term will be limited to one year or when the cumulative total project fees reach the maximum amounts described herein. The contract may be renewable for four additional one-year terms upon mutual consent of both parties. The total amount for all projects performed by each A&E under each contract shall not exceed five million dollars (\$5,000,000) for each contract term. The project fee shall not exceed one million dollars (\$1,000,000) for any single project.

8.3 For future contract periods, price increases shall be limited to the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

8.4 The Consultant shall give the County Purchasing Division written notice of its intention to terminate the contract, **or not to renew the contract**, at least 60 days prior to the proposed termination or renewal date of the Contract. See Paragraph 7.6 of the General Terms and Conditions, for the County’s termination provisions.

9.0 SPECIAL TERMS AND CONDITIONS

9.1 In the event there is a conflict between the Special Terms and Conditions in this section and the Additional Terms, Conditions and Instructions to Offerors contained elsewhere in this solicitation, these Special Terms and Conditions shall apply.

9.1 This solicitation is a cooperative procurement issued on behalf of Hanover County, Virginia, the Hanover County Community Services Board, Hanover County Department of Social Services, Hanover County Economic Development Authority, Hanover County School Board, Hanover County Constitutional Officers, Pamunkey Regional Jail, and Pamunkey Regional Library.

9.2 The following requirement is applicable to purchases made by any school located in the Commonwealth of Virginia:

9.2.1 Contracting with Hanover County School Board:

9.2.1.1 Required Contractor Certification Relating to Background Checks

9.2.1.1.1 Per the Code of Virginia, Chapter 790, Section 22.1-296.1, the Contractor shall provide written certification for himself and any employee who will have direct contact with students (i.e., who will be in the presence of students during regular school hours or during school-sponsored activities) that states: (1) that he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (2) that no employee who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (3) whether he has been convicted of a crime of moral turpitude; and (4) whether any employee who will have direct contact with students has been convicted of a crime of moral turpitude.”
Such certification shall be provided to the Schools prior to awarding the Contract.

ISSUED BY: **Trena A. Ponton, CPPB**
Purchasing Officer III
Hanover County Finance and Management Services Department
Purchasing Division
7496 County Complex Road
P. O. Box 470
Hanover, VA 23069-0470
Phone: (804) 365-6283
Facsimile: (804) 365-6100
Email: taponton@co.hanover.va.us
Website: www.co.hanover.va.us

APPENDIX A – SAMPLE FORM CONTRACT

**REQUEST FOR PROPOSALS NO. 11-031910-2221TP
ARCHITECTURAL & ENGINEERING SERVICES
RELATED TO PARKS AND RECREATION PROJECTS
HANOVER COUNTY, VIRGINIA**

CONTRACT

The parties to this CONTRACT, entered into _____, 2011 are HANOVER COUNTY, a political subdivision of the Commonwealth of Virginia, ("the County"), and _____, ("the A&E") located at _____.

ARTICLE 1. SCOPE OF SERVICES.

- 1.1 The A&E shall provide all necessary and appropriate professional engineering services on an "as needed" basis, to assist the County in completing assigned projects of the type stated in the **SCOPE OF SERVICES** in the Contract Documents consisting of Request for Proposals No. 11-031910-2221TP, and the proposal response of the A&E dated _____, 2009, as modified by this CONTRACT.
- 1.2 The Contractor shall provide "as needed" A&E services for parks and recreation facilities projects to include all supervision, labor, materials and transportation necessary related to Hanover County Parks and Recreation facilities. Services to include, but may not be limited to: studies; preliminary A&E reports; schematic design services; design development; construction administration and / or construction inspections; budgeting; post-construction; completing Conditional Use Permit applications; and other related supplemental services associated with parks and recreation facilities.
- 1.3 The services to be provided by the A&E shall also include such technical, engineering, consulting and associated services as may from time to time during the term of this CONTRACT be requested and authorized by the County consistent with the general Scope of Services described in Request for Proposals referenced in paragraph 1.1 immediately above.
- 1.4 It is the intent of the County and the A&E that the A&E act as an independent, expert advisor and consultant and that the A&E shall undertake appropriate studies and investigations and provide information and advice for the agreed upon scope concerning each Task assigned. In performing its services hereunder, the A&E will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality to provide the County with all necessary information and its professional advice and opinion on everything within the assigned Scope of Work the County reasonably needs to know and understand to make informed decisions concerning each Task assigned the A&E.
- 1.5 As specific services are requested by the County, they shall be particularly described in a written Scope of Services for each Task prepared by the A&E in a form acceptable to the County, subject to County approval, and authorized by a purchase order issued by the Purchasing Division. The Scope of Services for each Task shall incorporate the terms and conditions of this CONTRACT by reference, a description of the services to be performed by the A&E and any subcontractors or special consultants, any items the County is required to furnish to the A&E, the Contract Price negotiated for the Task and the project schedule. The Scope of Services shall be signed by a representative of the A&E with authority to bind the A&E in contractual matters.
- 1.6 The A&E shall not be responsible for the failure of any County contractor, its subcontractors, vendors or other project participant to fulfill contractual or other responsibilities to the County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, order, criteria or standards. This limitation shall not apply to any subcontractors or special consultants of the A&E participating in this project. The A&E shall be responsible for informing the County of any such failure or non-compliance of which it becomes aware in the course of performing under the terms of this CONTRACT.
- 1.7 By mutual agreement, the parties may change the Scope of Services outlined in paragraphs 1.1 and 1.2 of this Article 1 by adding any activity of a nature similar to those included in the Scope of Services or by making changes within the Scope of Services. Should a change result in a modification in either the negotiated price or the time required for performance of services under this CONTRACT, a compensation adjustment, based upon the rates in **ATTACHMENT A** consisting of ___ page numbered A-1 through A-___, and/or a time adjustment shall be negotiated. All additions and changes to the Scope of Services shall be described in written form by the A&E, in a form acceptable to the Purchasing Director, approved by the Director of the appropriate County department, or his designee, made by written Addendum to this CONTRACT, approved by the Board of Supervisors, if applicable, and authorized by a written Change Order issued by the County's Purchasing Division.

ARTICLE 2. COMPENSATION.

- 2.1 The Contract Price for individual Tasks may be negotiated to be a lump sum for services basis or an hourly rate basis with a not-to-exceed maximum, as mutually agreed to by the parties. The lump sum or not-to-exceed Contract Price shall be established based upon the rates in **ATTACHMENT A**, plus direct expenses which are included in the Scope of Work submitted pursuant to paragraph 1.4 above, if approved by the County. The Contract Price may be modified in accordance with paragraph 1.6 above.
- 2.2 For future CONTRACT periods, increases in the rates in ATTACHMENT A to this CONTRACT shall be limited to the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the CONTRACT term prior to the proposed term.

ARTICLE 3. PAYMENT PROCEDURES.

- 3.1 The A&E will submit to the County itemized invoices for payment each month covering services performed under the CONTRACT in the previous calendar month.
 - A. For Hourly Rate assignments, each invoice shall directly attribute each charge to some specific service, task or phase called for in the assigned Task, and shall include an assessment of progress. If the County determines that progress toward completion of the assigned task is not commensurate with the invoiced amount, the A&E shall substantiate the invoiced amount to the County’s satisfaction or revise the invoice.
 - B. For Lump Sum assignments, invoices shall be on a percent complete basis by task, said percent complete shall include both labor and expenses. If the County determines that the progress toward completion of the assigned task is not commensurate with the invoiced amount, the A&E shall substantiate the invoiced amount to the County’s satisfaction or revise the invoice.
 - C. Backup documentation for each invoice shall be provided in detail satisfactory to the County. The A&E’s records supporting such invoices and documentation shall be made available to the County upon reasonable request. The A&E agrees to retain all records, documents and support materials relevant to this CONTRACT for a period of five years following final payment by the County, and to make those records available to the County upon request.
- 3.2 Payments to the A&E shall be made within 30 days after receipt of any invoice provided the invoice is approved by the County.
- 3.3 Payment to the A&E shall not be considered as evidence of satisfactory performance of the services by the A&E, either in whole or in part, nor shall payment be construed as acceptance by the County of poor or defective services.

ARTICLE 4. COUNTY’S RESPONSIBILITIES

- 4.1 The County will furnish, as required for the work and not at the expense of the A&E, the following items:
 - A. Access to public or private property, provided the A&E has exhausted all reasonable means of obtaining such access, when required to conduct field investigations and surveys.
 - B. All maps, drawings, records, reports and other data, in the administrative files of the County or prepared for the County by other consultants, which are necessary in the work involved during this CONTRACT. No such access shall be allowed for data compiled for litigation.

ARTICLE 5. TERM.

- 5.1 The A&E shall commence its services under this CONTRACT upon receipt of a written Purchase Order for each respective Task assigned. The A&E shall notify the Director of the appropriate County department, or his designee, upon receipt of the purchase order. The initial term of the CONTRACT shall be one year. By mutual written consent, the CONTRACT may be renewed for four additional years, one year at a time. The total amount for all projects performed shall not exceed five million dollars (\$5,000,000) for each contract term. The project fee shall not exceed one million dollars (\$1,000,000) for any single project.

Should any services related to a specific project be started and not be completed prior to the expiration of the CONTRACT term, the CONTRACT may be extended for a period necessary for completion of that specific Task. The A&E shall complete that specific project at the Contract Price.

5.2 All services and all work shall be conducted so as to be completed no later than the time limits set out in the project schedule for each assigned Task, unless modified by written Change Order issued by the County's Purchasing Division.

5.3 Extension of Contract Term

The County Purchasing Division, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

ARTICLE 6. PROJECT MANAGEMENT

6.1 The A&E shall assign sufficient qualified personnel for completion of the Project within the agreed upon schedule.

6.2 The A&E's Project Manager shall be responsible for administering, carrying out and coordinating all of the respective duties of the A&E under the provisions of this CONTRACT. Through its Project Manager, the A&E shall be directly responsible to the County for the conduct and quality of all services called for in Article 1 above.

6.3 Once so designated, the A&E's Project Manager shall not be changed except, 1) as specifically allowed or requested by the County, whereupon such change shall be made as soon as reasonably possible, or 2) for termination of the Project Manager's employment with the A&E, or 3) for other reasons outside the A&E's reasonable control.

6.4 All memoranda, reports and other documents prepared by the A&E shall be subject to review by the Department Director, or his/her designee, prior to release to the County staff, the Board of Supervisors, the Boards and Commissions of the County, the State or any of its agencies or the Federal government or the public.

ARTICLE 7. SUBCONTRACTING.

7.1 Except for any subcontractors listed in this CONTRACT, the A&E shall not subcontract any additional portions of the work or employ special consultants beyond what is defined in this CONTRACT without the express written consent of the County.

7.2 A description of any work or consultation the A&E proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor or special consultant and a schedule of its costs, fees, rates and charges. This submittal shall also include a list of the key personnel that the subcontractor or special consultant will assign to the project.

7.3 All work performed by any subcontractor or special consultant shall be coordinated by the A&E and the A&E will be responsible to the County for all work performed by any subcontractor or special consultant.

ARTICLE 8. OWNERSHIP OF DOCUMENTS.

8.1 The A&E agrees that all information and materials gathered and/or prepared by or for it under the terms of this CONTRACT shall be delivered to, become, and remain the property of the County upon completion of the work or termination of the CONTRACT. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the A&E.

8.2 All documents prepared by the A&E pursuant to this CONTRACT are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the A&E for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the A&E.

ARTICLE 9. INSURANCE.

9.1 The A&E shall have in force at least the following insurance coverage during the performance of service under this CONTRACT:

9.1.1 Workers' Compensation covering A&E's employees as required by Virginia law and Employers' Liability with limits as follows:

- (1) Each Accident: \$ x00,000.00
- (2) Disease - Policy: \$ x00,000.00
- (3) Disease - Each Employee: \$ x00,000.00

9.1.2 Professional Liability in an amount not less than \$x,000,000.00

9.1.3 Commercial General Liability with limits as follows:

- (1) General Aggregate: \$ x,000,000.00
- (2) Products - Comp/Op Aggregate: \$ x,000,000.00
- (3) Personal & Advertising Injury: \$ x,000,000.00
- (4) Each Occurrence: \$ x,000,000.00
- (5) Fire Damage: \$ x0,000.00
- (6) Medical Expense: \$ x,000.00

9.1.4 Business Auto Liability with limits as follows:

- (1) Combined Single Limit: \$ x,000,000.00

9.1.5 Excess Liability, Umbrella Form: \$ x,000,000.00 each occurrence and aggregate

9.1.6 Other: \$ x,000,000.00

9.2 The County shall be furnished with satisfactory evidence that the foregoing insurance is in effect prior to execution of this CONTRACT. The County should be notified 30 calendar days prior to the cancellation or material change of such coverage (excluding coverage reduction for claims filed) or any change in the insurance carrier.

ARTICLE 10. CONFLICT OF INTEREST

10.1 The A&E certifies that it is not now engaged in any work, nor will it engage in subsequent engineering assignments during the period that this CONTRACT is in force, that will pose conflicts with the interests of the County relative to the work covered by this CONTRACT. The County will be notified of any potential conflicts of interest by the A&E prior to the A&E's undertaking such assignments. The A&E further agrees not to use any of the information it receives or any of its work product in any manner contrary to the County's interests both during the CONTRACT term and thereafter.

ARTICLE 11. NOTIFICATION

11.1 Any notice required by this CONTRACT shall be effective if given by registered mail, return receipt requested, to A&E, name, address; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to the Director of Parks and Recreation, 13017 Taylor Complex Lane, Ashland, Virginia 23005. The A&E agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

ARTICLE 12. OTHER MATTERS

12.1 It is mutually understood and agreed:

12.1.1 The A&E shall not transfer or assign any of its interests in this Contract, whether by assignment or novation, without the prior written consent of the County.

12.1.2 The precedence of documents shall be as follows: this CONTRACT, the County's Request for Proposals and the Offerors response to the Request for Proposals.

The signatures and seals of the parties are set out below in acknowledgment of this agreement.

HANOVER COUNTY

Date

By: _____(SEAL)
Alan Wright
Purchasing Division Director

FIRM NAME

Date

By: _____(SEAL)
Signature

CORPORATE SEAL:

Printed Name: _____

Title: _____

ATTACHMENT – A

SAMPLE - FEE SCHEDULE FOR THE CONTRACT

Name:
Address:
Phone:
Facsimile:

Contact:
Phone:
Email:

CATEGORIES OF LABOR, MATERIALS AND RATES

DESCRIPTIONS

RATES