



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703 Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT

Purchasing Division
Carol L. Scarton
Purchasing Manager

APRIL 26, 2010

REQUEST FOR PROPOSAL: RFP No. RFP100024

ENGINEERING DESIGN SERVICES

**Route 28 Widening Improvement Project (Linton Hall Road to Fitzwater Drive)
VDOT Project No. 0028-076-982 UPC92080**

PROPOSAL DUE

DATE: MAY 26, 2010

TIME: 3:00 P.M. LOCAL TIME

**SUBMIT TO: PURCHASING OFFICE
CAROLYN S. MOHAUPT
PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201**

Address technical questions regarding this RFP to: Javier M. Ibe, P.E., Capital Projects Manager, Department of Transportation.

Email at: jibe@pwcgov.org, at 703-792-8164

Contractual Questions Contact: Carolyn S. Mohaupt, Contract Specialist III at 703-792-6770 Metro 631-1703 Ext. 6772, Fax 703-792-4611, or email at: cmohaupt@pwcgov.org

Offerors must register with Prince William County as a vendor when submitting a response to this RFP. Vendors should register over the Internet at: www.pwcgov.org/eservices/eprocurement.

An Equal Opportunity Employer

RFP SUBMISSION FORM

Name of RFP: **Engineering Design Services Route 28 (Linton Hall Road to Fitzwater Drive)**
RFP Number: **RFP100024**

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company:	_____	Contact Person:	_____
Address:	_____	Title:	_____
	_____	Telephone No:	_____
Remittance	_____	FAX No:	_____
Address:	_____	Email:	_____

Indicate Which: Corporation ☐ Partnership ☐ Sole Prop. ☐
Minority Owned/Controlled Bus. Yes ☐ No ☐ Small Bus. Yes ☐ No ☐

Organized under the laws of the State of _____
Principal place of business at _____

Following are the names and address of all persons having an ownership interest of 5% or more in the Company: (Attach more sheets if necessary)

Name	Address
_____	_____
_____	_____

SECTION II - CONFLICT OF INTERESTS

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated the State and Local Government Conflict of Interests Act.

The Offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign for the Offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION

VDOT FIRM DATA FORM

As this is a federally funded project through VDOT, this DBE Vendor Data form is required with submission of consultant proposal. The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms report on one combined sheet unless the number of firms requires the use of an additional sheet.

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms are maintained on their web site (<http://www.dmbc.state.va.us/>) under the **VDOT DBE Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited.

The DBE contract goal for this procurement is 0 %; however, the VDOT expresses that these services support 10% DBE participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts.

If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprise prior to the consultant's response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by themselves and their subcontractors only if the subcontractors are DBEs. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE certification entitles consultants to participate in VDOT's DBE program. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

Offeror shall complete and return attached VDOT Firm Data Form

REQUIRED VDOT FIRM DATA FORM

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE/SWAM Firm Not Certified by DMBE

YS = SWAM Firm Certified by DMBE.
DMBE:

NA = Firm Not Claiming DBE/SWAM Status
Indicate whether small, woman-owned, or small business.
Virginia Department of Minority Business Enterprise

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION

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SECTION I

INTRODUCTION

This Request for Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by the Federal Acquisition Regulations (FAR) and Prince William County Purchasing Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the FAR, then the solicitation and selection requirements of the Purchasing Regulations.

Offerors are advised this is a federally funded project and is subject to all applicable federal/state and local regulations. Consultants are encouraged to take all necessary and reasonable steps to ensure Disadvantage Business Enterprise (DBEs) have the maximum opportunity to compete for and perform services on the contract. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications.

Offerors shall have established an audited indirect cost rate. A pre-award audit shall be conducted of the selected consultants, joint ventures and subconsultants to ensure its internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR3 1, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23 CFR1 72, "Administration of Negotiated Contracts." The prime consultants, joint ventures and subconsultants must submit their FAR audit data upon request by the County.

This Section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section II of this RFP while the County's process for selecting the best proposal and developing a contract are summarized in Section III. The requirements and process set forth therein shall be binding on all Offerors.

I.1 Purpose of the Request

Prince William County (the County) is seeking proposals for professional engineering services from qualified engineers to prepare engineering design for the following project:

- Route 28 widening project (Linton Hall Road to Fitzwater Drive). This project will widen the current two-lane undivided roadway sections of Route 28 from Linton Hall Road to Fitzwater Drive to a four lane divided roadway.
- Design a relocated Vint Hill Road (realignment) to provide the maximum separation from existing Linton Hall Road Intersection for approximate length which will be acceptable to the County and VDOT.

At the time of this RFP preparation, this project was presented to the County Board of County Supervisors, who elected to defer its decision on rezoning issue until a later date. Until the final outcome of this rezoning application Offerors of this project shall present in their technical and cost proposals inclusive of the two (2) options for the completion of relocated Vint Hill Road.

I.2 Background Information and Project Description

Project Description

Route 28(Nokesville Road) is proposed to be a 4-lane divided facility with the raised median in accordance to Prince William County Comprehensive plan and /or functional classification. The project extends from Fitzwater Drive on a north-east direction to its intersection with Linton Hall Road for an approximate distance of 16,440 Linear Feet. This project also includes the realignment of existing Vint Hill Road to provide for maximum intersection spacing with Linton Hall Road Intersection as shown in attached Sketch No.1. This will entail a full detailed design involving widening and improvement of Route 28 from its 2-lane facility to a combination of urban and rural cross-section of 4 lane divided roadway with a 16 foot raised median, a 5 foot sidewalk on north side of the road and a 10 foot shared path on the south side. The plans shall be designed in coordination with the Virginia Department of Transportation (VDOT), Route 28 Functional Plan and all other ongoing plans including the County Comprehensive Plan.

The Design of relocated Vint Hill Road is currently under consideration on a proposed rezoning application for a development known as “Avenale adjacent and in the vicinity of the project. The proffers in this rezoning application include monetary contribution to the County for completed design plans for a 4-lane divided rural minor arterial roadway (MA-2) section of relocated Vint Hill Road for an approximate length of 4600’.

The alignment starts at Route 28 and ending at the most North-Western boundary line of the development property including a standard transition to existing 2-lane Vint Hill Road, as shown on attached Sketch No. 1 and GDP plans for the rezoning application.

At the time of this RFP preparation, this development was presented to the County Board of County Supervisors, who elected to defer its decision on rezoning issue until a later date. Until the final outcome of this rezoning application is determined by the County Board of Supervisors, Offerors of this project shall present in their technical and cost proposals two (2) options for the completion of relocated Vint Hill Road as follows:

Option I (Avenale rezoning **approved** by the County Board of Supervisors).

Interested consultants shall prepare their technical and cost proposals considering one design alignment for relocated Vint Hill Road. This design shall reflect the alignment shown in the attached design sketch, as presented and shown in the GDP for Avenale Development. The design shall include a 4-lane divided rural minor arterial Vint Hill Road for an approximate distance of 4,600’ to include two cross over improvement, one in a location relatively as shown on the GDP, the second at the connection of existing Vint Hill Road with Relocated Vin Hill Road, and a transition to existing Vint Hill Road. The design shall also include standard pedestrian facilities such as a shared use trail and sidewalk.

Option II (Avenale rezoning **not approved** by the Board of County Supervisors).

Interested consultants shall prepare their technical and cost proposals to provide a minimum of three design alternatives for the realignment and relocation of Vint Hill Road. This is to conform or exceed the requirements of VDOT/AASHTO Access Management Standards for major signalized intersections along principal arterial roadways which are between new realigned Vint Hill Road intersection and Linton Hall Road and the consideration of required length for left and right turn lanes needed at cross-over. Consultants may choose to utilize the Sketch/design alignment referenced in Option 1 as one of the prepared alternatives for this design.

Background Information

Route 28 (Nokesville Road) is a regional thoroughfare in Prince William County. Route 28 is classified by the County's Comprehensive Plan as a principal arterial, this roadway is integral part of the transportation network in the County, and it is primary access road to I-66, the Broad Run VRE station as well as a main thoroughfare for county residents and to neighboring Fauquier County citizens for local and regional trips.

It shall be viewed for improvement in light of the overall effort to improve traffic conditions through this section of Route 28 in Prince William County. It will ultimately entail full detail design six-lane divided highway with 16' wide median within a right-of-way that will accommodate the required necessary standard cross section elements and design features for the urban / rural minor principal arterial roadway. The project will also include 16 foot median, a 5 foot sidewalk on the north side of the road and a 10 foot multi-use path on the south side. The Board of County Supervisors is committed to an open public process to determine the most appropriate and the highest quality design for this project.

I.3 Period of Contract

The period for all services under this Contract shall be from the date of the Contract award by the Prince William County Board of County Supervisors (BOCS), through design and construction phases and shall terminate one (1) year after substantial completion of construction contract or expiration of warranty period of the project.

I.4 Completion of Deliverables, Project Schedule and Reports

The Engineer shall develop a Project Schedule demonstrating its ability to achieve final completion of the design deliverables within the established time period for final completion of all the work. The Project Schedule shall include adequate allowances for periods of time required for the County's review and approval of submissions by authorities (i.e. plan review/permitting) having jurisdiction over the project. The Engineer shall not, except for reasonable cause, exceed the time limits established by the approved schedule.

This Project shall be completed within 16 months from the date of issuance of notice to proceed. Notice to proceed with the work is anticipated within 7-10 days after award of the Contract by the Prince William County Board of Supervisors. The Engineer shall submit a revised project schedule for the County's review in the event the schedule requires adjustment as the project proceeds.

Monthly written progress reports may accompany Engineer's invoices and should coincide with Engineer's Deliverable Schedule. Progress Reports shall be made to the County Administrator. The reports shall begin when the project commences and end when the final report is presented. The reports shall indicate the current status of all phases of the project, any problems and projected resolution, and expected completion date.

I.5 Ownership of Materials and Copyrights

The Engineer will retain copyright and ownership of the intellectual property; the County will retain ownership and rights to use all documents and designs for the project.

Whether for the project for which they are made is executed or not drawings, specifications and other documents including geotechnical reports prepared by the Engineer or by a subcontractor for this Project are instruments of service, and the County retains its rights to use all documents and designs for purpose of the project. The Engineer shall be permitted to retain copies, including reproducible copies of the drawings and specifications. The Engineer retains

copyright and ownership of the intellectual property only if it acquires copyright protection of such intellectual property. The Engineer shall not disclose or release any information, drawing/plans, specifications or materials without the prior written consent of the Owner.

All artwork, negatives, dyes, overlays, or similar materials used to print a job shall be the property of Prince William County, and must be returned to the requesting agency or department upon completion of the Contract or upon reasonable request.

I.6 RFP Questions

Address questions concerning the technical requirements of this RFP to:

Javier Ibe, P.E., Design Manager
Capital Project Division, Transportation Department
5 County Complex Court, Suite 290
Prince William, Virginia 22192
(703) 792-8164 Email: jibe@pwcgov.org

Address contractual questions to:

Carolyn S. Mohaupt, Contract Specialist III
Prince William County Purchasing Office
1 County Complex Court (MC460)
Prince William, VA 22192-9201
703-792-6772 Email: cmohaupt@pwcgov.org

Offerors may be requested to submit the question(s) in writing. If deemed necessary, the County will issue an Amendment and/or provide written response or clarifications to the questions on the County's e-procurement web page prior to due date for receipt of proposals. The County shall not be held liable or responsible for failure of Engineer to verify or ensure that an amendment to the RFP was issued.

I.7 Vendor Registration and Decision Not To Respond

Offeror should register as a Prince William County vendor. Complete vendor registration over the internet at www.pwcgov.org/eServices/eProcurement

In the event internet access is not available or problems are experienced during registration, contact the Purchasing Office shown on the front page of the solicitation for assistance.

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. The County is very interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons. Accordingly, if your firm elects not to submit a proposal, we ask that you return a statement as to why you are unable or unwilling to respond. Due to the large number of firms on the County's qualified list of Offerors, it is necessary to delete from these lists, the names of those persons, firms, or corporations who fail to respond after having been requested to respond on three (3) solicitations without giving a reason.

I.8 Notice/Issuance of Amendment to RFP

Amendment(s) to this RFP will be posted on the Prince William County Web Page under this specific solicitation. It is strongly recommend that interested Offerors view the solicitation to verify issuance of amendment to the RFP.

I.9 General Requirements

The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Engineer shall ensure all Contract Documents developed for this Project are in compliance with all requirements of any ordinance, regulation, or law which is applicable to the Work whether the project is funded with County/State/Federal funds. If the County observes that any of Contract Documents are at variance therewith, it shall promptly notify the Engineer in writing, and any necessary changes shall be accomplished as provided in the Contract Documents; provided, however, that nothing in this subparagraph shall relieve the Engineer of the duty imposed on it hereby in the event that the County fails to notify the Engineer of any such variance, whether such variance was known to the County or not.

I.10 Project Administration Services

The Engineer shall manage all disciplines of the design services. The Engineer shall consult with the County and research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue weekly progress reports. The Engineer shall coordinate the services provided by the Engineer and the Engineer's consultants with those services provided by the County and the County's consultants.

When Project requirements have been sufficiently identified, the Engineer shall prepare, and periodically update, a monthly Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Engineer, completion of documentation provided by the Engineer, commencement of construction and Substantial Completion of the Work.

The Engineer shall become well-informed and knowledgeable with regards to specifics of each project and the County's proposed budget for each this project. When the Project requirements have been sufficiently identified, the Engineer shall prepare a preliminary estimate of the Cost of the Work. This estimate shall be prepared by an independent estimator experienced in the type of work. As the design process progresses through the end of the preparation of the Construction Documents, the Engineer shall update and refine the estimate of the Cost of the Work. The Engineer shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Engineer's estimate of the Cost of the Work exceeds the Owner's budget, the Engineer shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget.

The updated estimates of the Cost of the Work prepared by the Engineer represent the Engineer's judgment as a design professional familiar with the construction industry.

In preparing estimates of the Cost of the Work, the Engineer shall include contingencies for design, bidding and price escalation; equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's overall proposed budget. The Engineer shall make a presentation to explain the design of the Project to representatives of the Owner.

The Engineer shall provide a preliminary evaluation of the Owner's site for the Project, site conditions, and the County's program, schedule and budget for the Cost of the Work.

The Engineer shall submit design documents to the County at intervals stated in the Scope of Work to the design process indicated herein for purposes of evaluation and approval by the Owner. The Engineer shall be entitled to rely on approvals received from the County in the further development of the design.

Geotechnical services shall be provided by the Engineer under Basic Services. The Engineer shall ensure appropriate, test borings, test pits, determinations of soil values, percolation tests, presence of hazardous materials, corrosion and

resistivity tests, including necessary operations anticipating subsoil conditions, with reports and appropriate professional recommendations. The report shall be used for design and it will be included in the project specifications information to the construction Engineer.

The Engineer shall provide an updated cost estimate based upon the additional information gathered during this phase. If requested to do so by the County, the Engineer shall provide written factual information supporting and/or substantiating the reasonableness of the cost estimate.

The Engineer shall assist the County in making application for and all required permits. The Engineer shall respond to all comments of the reviewing agencies during the permit application process and shall attend any required review meetings with the Project Manager and County officials to resolve the comments. Comments from all required reviews will be incorporated into the documents to prepare the package for bidding the construction. The County will pay all permit review fees.

An engineered construction plan shall be prepared as part of the Construction Document Phase. The completed construction plan will include, but not be limited to, the following components: topography, grading design, drainage design, storm water management, sediment and erosion control, water distribution system and easements, electrical utilities and easements, telephone utility easements, roadways, pavement, curb and gutter, special pavement design, site access, walkways, fencing, circulation access and egress, parking design for vehicles, specifications, boundaries and all easements, street dedication right of way Plat, roadway lighting plan, pavement marking and traffic signage plan. Any/all signage work shall be in accordance with the Prince William County Design and Construction Standards Manual, VDOT's MUTCD supplement and MUTCD.

The Engineer will provide the County with such documents on diskette or CD in Microsoft Word for record. The Engineer shall ensure that any/all documents/specifications prepared by any of its subconsultants are prepared in this format. Any/all documents and program files shall be consistent using the same font, format, style, etc.

I.11 General Scope of Work and Overall Requirements

The Engineer will prepare and present to the County Design Alternatives based on the analyses of topics, listed below, such as traffic analysis, feasibility analysis, constructability analysis, etc. it shall consist of providing roadway design or construction right of way, drainage and/or bridge structure, hydrology and hydraulic (including storm water management and erosion and sediment control), environmental documentations and/or assessments, traffic engineering including signing, signal, pavement markings, maintenance of traffic, traffic management plans, speed study, traffic analyses including traffic movement counts, traffic data, accidents reports data gathering/analysis, permit sketches, and supplemental survey data all in compliance with VDOT's policies and procedures on design waivers and exceptions, archeological sites, historical structures, ecological, potential hazardous materials sites and bike/pedestrian criteria and context sensitive methodologies. These alternatives shall include synopsis showing the advantages and disadvantages of each alternative including the associated cost estimate, environmental impact, traffic analysis, community impact, feasibility, constructability, etc. The Engineer shall assist the County during citizens Information meetings that may be held during design alternative selection process.

The engineer must analyze the following issues prior to design and design alternative selection:

1. Traffic Analyses
2. Utilization of the majority of dedicated, proffered, and negotiated right-of-way
3. Working with adjacent property owners

4. Community impact
5. Environmental impact
6. Feasibility
7. Constructability
8. Pedestrian and bicycle facilities

The Engineer must attend several informational meetings and public hearings throughout the process.

After the selection of a final alternative by the Board of County Supervisors, the selected alternative shall be completed in 3 phases:

PHASE 1

Survey and Preliminary Design phase (30% plan completion), required submission to the County, which will include the incorporation of survey and preliminary design works. Also all design waivers and exceptions if needed will be submitted for review.

PHASE 2

Intermediate Design Phase (70% completion), submission to County and VDOT is required). Consultant will continue to build upon those design elements identified in Phase 1. The plans will be developed to 70% complete. The design will show the following:

1. Right of Way Data Sheet
2. Survey control data
3. TMP/ sequence of construction
4. Complete typical sections
5. General Notes
6. Special design drawings are developed
7. Utility conflict data
8. Plan sheet development substantially complete (i.e. plan presentation and call outs)
9. Cross sections developed for every 25 feet – no special sections developed at this stage of design

Included in this task are routine coordination and progress meetings to be held with County and VDOT staff.

PHASE 3

Consultant will finalize the plans for review and comment to complete the design to 100%. Submission to County and VDOT is required for this phase. The final plans will address the following in addition to those items identified in the intermediate phase:

1. Summary Sheets
2. Special Design and Detail Sheets

The selected Engineer shall submit the plans with a cost estimate to the County for review at the completion of each phase. Plan modifications and adjustments to accommodate impact(s) to adjacent properties, entrances, intersections and/or other facilities are anticipated during plans preparation. Until

plans are approved, these adjustments are considered as part of the project initial cost and should not be considered as modification to the project.

The Engineer will be required to perform all necessary traffic study and analysis for this project based on and subject to VDOT's requirements and approval. The cost of these analyses shall be included in this proposal. These studies include traffic movements and volume counts for design year, signal warrant analysis at all appropriate intersections and the necessary signal design plans and synchro analysis as part of the design contract, when warranted and the performance of special study at the conclusion of the project. The cost of the signal design, which is based on an estimated number of signalized intersections, shall be included in the cost proposal. The final cost shall be adjusted to reflect the actual number of signal designs warranted and required.

The selected Engineer will also be required to perform design services for stormwater management facilities and determine the number and locations of these facilities. The cost of this task shall be included in the cost proposal. The final cost shall be adjusted in accordance with the number of actual stormwater management facilities designed and determined necessary for the project.

The preparation of water and sewer relocation plans is also the responsibility of the Engineer and must be included in the proposal.

The Engineer shall assist in public sessions, presentations and hearings at appropriate milestones of the project.

The selected Engineer is also required to utilize to a greatest extent, the available and proffered right-of-way dedicated for the construction of this project when depicting the horizontal and vertical alignments of the road. The Engineer shall incorporate any transportation related proffers that may impact this project.

The Engineer as part of this Contract shall prepare all necessary environmental and construction permits required by applicable regulatory agencies.

The Engineer shall coordinate his/her design efforts with all adjacent developers and property owners along the alignment in order to ensure a seamless transition.

The Engineer shall follow, complete, and attach a Virginia Department of Transportation quality control checklist LD-436 (Rev. 12/1/04) and /or PWC-DOT review checklist when required with every plans submission for review.

Final plan structure and/or preparation will be similar to that of the Virginia Department of Transportation plan submission with some adjustments to accommodate County requirements.

The Engineer shall make very effort to utilize and salvage all existing, improvements whenever possible and undertake value engineering in the design process. This shall also include consideration of balancing the earthwork during design of the roadway on the final design of the project.

The Engineer shall provide the County with written updates at the end of every phase or in the event a significant change to the estimate occurs. Following is a general description of scope of work for each phase:

Phase 1

1. Survey and Preliminary Design Phase

a. Survey

The Engineer and/or its sub-consultant will perform any/all required surveys for the approval of the project by the County and VDOT. All costs associated with project surveying described below shall be included in the additional Survey and Preliminary Design Phase. These survey tasks may include, but not limited to, the following:

a.1 The Engineer shall research and review all available data detailing existing conditions relative to utilities, properties, topography, streets, and land use, which may affect the engineering design of the project.

a.2 The Engineer shall complete field surveys of existing conditions. The surveys shall include all data which may be required for the preparation of final plans, construction contract drawings and record plats. The survey shall be in conformance with the Virginia Coordinate system of 1983, with a minimum closure of 1:35,000. The Engineer shall be required to determine the survey control available.

a.3 Sufficient property corner ties shall be made to permit accurate computation of all property lines affected by the proposed project. Apparent voids or overlaps in property lines shall be noted and shown. The purpose of this information, provided to the County by the Engineer, is to allow the County to set or reset property corners in areas disturbed during construction.

a.4 A series of referenced elevation benchmarks with a maximum horizontal distance of 300 feet between each shall be supplied to the County by the Engineer. The benchmarks shall be minimum second order results on National Geodetic Vertical Datum of 1929.

a.5 It shall be the responsibility of the Engineer to accurately locate all utility facilities. The Engineer shall use firms specializing in utility investigations to field locate overhead and underground utilities, both horizontally and vertically.

a.6 The Engineer can use aerial photography for the design survey. All aerial photography shall conform to the VDOT manual.

a.7 An initial letter notifying all impacted area residents of the survey activities shall be prepared and sent by the County at least three (3) weeks prior to the start of fieldwork. In addition to the early notification, the Engineer and/or its survey crew shall make every effort to advise the property owners of their presence prior to entering on any property to perform the survey work. This notification procedure should be especially adhered to on all properties that will require the cutting or trimming of trees, brush, undergrowth, etc. Crew notification may be accomplished by telephone or by survey personal directly informing each resident. The Engineer is responsible for any damages to private property by the survey crew.

a.8 The Engineer and/or its survey crew shall avoid setting traverse and control points within the proposed construction area, or any other area that will be disturbed or inaccessible during construction.

a.9 All topography and physical features shall be maintained by the Engineer and updated on project maps as required through the term of the contract.

a.10 The Engineer shall establish field controls necessary for the construction of this roadway. Information for the field control shall be supplied to Prince William County directly when established.

a. 11 The Engineer shall provide a Draft and Final Environmental Assessment; all related Technical Reports, preliminary engineering, traffic studies and analyses, and a public participation program. Development of the environmental assessment includes evaluating the impacts and feasibility of funding the improvements through federal (FHWA) assistance.

The environmental scope of work includes the development of the project plans to an appropriate level to conduct a design public hearing. The scope of work to be completed under this Contract will include, but not be limited to the following:

- Preparation of NEPA documentation – Environmental Assessment to include evaluation and refinement of the purpose and need for the proposed project, secondary and cumulative impacts and the effects of the proposed project on the natural and human environment. All documents will be produced in accordance with 23 CFR 771 as amended and Council on Environmental Quality (CEQ) regulations for implementing NEPA, 40 CFR 1500-1508, Section 4(f), Section 6(f), Section 106, Executive Order 12898 and other applicable laws and regulations.
- Coordination with state and federal agencies, localities such as City of Manassas, Prince William County Environmental Services, DEQ, DHR, COE and Metropolitan Washington Council of Government
- Preparation of all necessary technical reports, appendices, meetings;
- Permit determinations using standard VDOT documentation;
- Threatened and Endangered Species studies as needed;
- Wetland delineation and mitigation services as needed;
- Performance of hazardous materials investigations as needed;
- Preparation of air and noise impact analysis and abatement as needed;
- Cultural Resources services including Section 106 coordination as needed;
- Impacts of route diversion and other travel pattern changes,
- Participation in public involvement programs and the public hearing process;
- Environmental justice;
- Hydraulic analyses and storm water management
- Route survey
- Traffic data collection
- Design year traffic projections
- Level of Service analyses
- Preliminary engineering, traffic analyses, and transportation planning services to the extent needed to conduct a design public hearing;
- Other services as agreed upon by the County and the Consultant.

b. Preliminary Design Phase (30% Plans)

The Engineer and/or its sub-consultant will perform any/all required tasks under Preliminary Design Phase for the approval of the project by the County and VDOT. These tasks may include, but not limited to, the following:

- b.1 The Engineer shall develop Preliminary design and computations plans (30% complete) that will include preliminary drawings and/or graphics showing the extent and scope of the project in detail suitable for use in public information meetings. The preliminary design will be of sufficient detail to reasonably ensure the future development of the project as well as the implementation and approval of any required or necessary design exception and/or waivers for the project.
- b.2 All utilities, above and below ground, will be located and shown on the (30% complete) plans by the Engineer.
- b.3 A geotechnical investigation report shall be completed by the Engineer and/or its sub consultant. The Engineer must also send a letter similar to that of the survey letter to each affected property owner(s) at least three (3) weeks prior to any soil borings on the property. The Engineer will also be required to obtain a VDOT permit when entering on VDOT right-of-way to conduct soil borings. The required geotechnical investigation shall be performed to determine the presence of any unsuitable material, contaminants, soil classification and to assist in the pavement design. The geotechnical requirements shall be consistent with the VDOT's Materials Division Manual of Instructions. The geotechnical report must include the following basic information:
- Site location plan.
 - Boring location plan.
 - Boring logs that identify a visual soil description and contain standard penetration test results (blows per foot).
 - Laboratory testing including:
 1. Soil classification
 2. Percent natural moisture
 3. Atterburg limits
 4. California Bearing Ratio (CBR)
 5. Compaction tests for optimum moisture and percent

Borings shall be spaced at 200-foot intervals and at critical locations. When borings indicate poor material or the possibility of unsuitable material, the Contract Administrator or Project Manager shall be notified immediately for direction concerning additional boring locations.

The geotechnical report shall define and include recommendations concerning, but not limited to the following:

- Type and bearing capacity of encountered soils.
- Limits of undercut.
- Placement of underdrains.
- Use and placement of Geotextile Fabric.
- Analysis of best placement section.
- Use of soil cement, lime or other soil stabilization materials.
- Presence of Contaminated soils.
- Slope stability analysis.

- b.4 A written preliminary construction estimate for the (30% complete) plans shall be provided to the County by the Engineer. The preliminary construction estimate shall be prepared in a format acceptable to the County.
- b.5 The Engineer shall attend meetings and conferences with the County and VDOT and participate in citizens' meetings. Minutes of each meeting shall be taken by the Engineer and forwarded to the County within five working days.
- b.6 The Engineer understands that the design shall meet all current Virginia Department of Transportation design criteria and subsequent updated VDOT criteria throughout the term of the contract unless otherwise specified in writing by the County.
- b.7 The Engineer shall arrange with the County Project manager to obtain all site and subdivision plans, within the project limits, on record at the Prince William County Planning Office and the Department of Public Works for coordination and accommodation during design when possible.
- b.8 The Engineer shall provide a qualified subcontractor to perform the role of Appraisal Reviewer for the project. The Engineer's subcontractor will provide complete Appraisal Review Services as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) requirements. These services will be billed hourly, on an as-needed basis. The fee included for this service is an estimate of the anticipated hours required by the Appraisal Reviewer, and will only be billed as-needed.
- b.9 The Engineer shall prepare draft hydraulics report which include the existing hydraulic conditions of all drainage structures such as culverts, and inlets, unpaved and paved channels/ditches. This will also include the types, sizes and invert elevations of the drainage structures. The report should include drainage/hydraulic design methodology per VDOT or County requirements showing existing drainage areas, time of concentration, run-off coefficients, drainage run-off for selected design recurrence events and any data required in the current VDOT Drainage Manual.

Phase 2

2. Intermediate Design Phase

The Engineer and/or its sub consultant will perform any/all required tasks described under Intermediate Design Phase for the approval of the project by the County and VDOT. These tasks may include, but not limited to, the following:

- 2.1 The Engineer shall develop Intermediate design plans, cost estimates, and design computations (70% complete) that will include drawings and/or graphics prepared showing the extent and scope of the project in detail suitable for use in the Design Field Inspection and Utility Field inspection meetings, which will be attended by the Engineer. The intermediate design shall be of sufficient detail to reasonably ensure the future construction of the project as well as the acquisition of any required additional design waivers.
- 2.2 The Engineer shall utilize a subsurface utility consultant to perform any sub surface utility engineering (SUE), of which task will lead to Quality Level A including Quality

Level B conforming to applicable provisions of the “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” American Society of Civil Engineers, 2003. The information will be required for utility information such as test holes at suspected conflicts with proposed facilities, prepare the VDOT, UT-9 forms, participate in Utility Field Inspection (UFI) meetings, and review and approve easement request plans and relocation estimate provided by the utility companies.

- 2.3 The Engineer shall explore all design options and possibilities to avoid conflicts with existing utilities. If all options are exhausted, the Engineer will include the request to relocate existing utility facilities in the UT-9 forms.
- 2.4 The plans shall include design plans for the relocation of water and sewer facilities.
- 2.5 The plans shall show location and preliminary design of stormwater management facilities.
- 2.6 The Engineer must prepare cross sections at 50’ intervals for the length of the project. Seventy-five percent (75%) completed cross sections, including all critical cross sections, must be included in the intermediate plan submission.
- 2.7 Plats of all effected properties shall be prepared by the Engineer. Each plat must include all existing and proposed right-of-way, easements and temporary construction or grading easements required for the construction of the project. These plats may be adjusted with the final phase of the project. The record plats shall conform to the record plat requirements of the Prince William County Design and Construction Standards Manual. Plats shall include all utility easements as soon as they become available to the Engineer. Additionally, these plats shall include:
 - a. Fee Simple Take and easement areas computed in square feet, indicated in the lower left-hand portion of the plat.
 - b. Minimum of two points, per sheet, referenced by the Virginia Coordinate system of 1983, North Zone.
 - c. Metes and Bounds, including curve data (radius, delta, ARC, tangent, chord bearing and distance). All bearings shown shall be referenced to VCS 1983 North.
 - d. The plats shall be the same scale as the design drawings, unless otherwise approved by the County, and be permanent ink on reproducible Mylar. Plats shall be 8 ½” x 14” whenever possible, but will not exceed 18” x 24”.
 - e. Property address, current property GPIN number, property owner’s name, deed book and page number on acreage parcels.
 - f. All resulting property corners of affected properties shall be determined and staked out in the field by the Engineer/Surveyor.
- 2.8 The Engineer is encouraged to advance the submission of the pavement design and signal plans to VDOT and the County for review ahead of the 70% plan submission. This will provide for quicker overall review of the plans.

Phase 3

3. Final Design Phase

- 3.1 The Engineer shall complete the final design plans and computations. These plans must include all revisions requested during the Intermediate Design Phase and Utility Field Inspection (UFI) meetings and shall be prepared showing all proposed construction in sufficient detail to ensure:
 - a. The granting of all-necessary permits and approvals by all regulatory agencies.
 - b. The proper execution of work by a contractor.
- 3.2 The Engineer must prepare and reference specifications and any/all special provisions on the plans.
- 3.3 A final quantity takeoff and a cost estimate for the construction shall be prepared by the Engineer. The format for this quantity takeoff must be in accordance with the County's format for cost estimate.
- 3.4 Final land acquisition plats including all utility relocation easements shall be prepared by the Engineer and forwarded to the County Land Acquisition.
- 3.5 The Engineer must include in the final design plans a standard County cover sheet with vicinity map, general notes sheet with erosion/sedimentation control narrative, typical section sheet with the pavement design, sequence of construction sheet, earthwork table sheet, quantity sheets including the underdrain summary sheets, all VDOT standard sheets, drainage tabulation and data sheet, any/all water and sewer relocation sheets, all roadway plan and profile sheets and the traffic signal plan(s) including necessary maintenance of traffic (MOT) plans. A two-phase erosion and sedimentation (E&S) control plans.
- 3.6 The Engineer shall attend all meetings, conferences and briefings with the County and participate in citizens' meetings. All exhibits, graphics and handouts for use in citizens' meetings shall be prepared. Minutes of all meetings shall be taken, prepared and forwarded to the County within five working days. The number of progress meetings, pre-submittal meetings and other meetings will be pre determined and included in the summary of fee proposal and schedule.
- 3.7 Final 100% completed cross sections at 25-foot intervals and at all critical locations shall be finalized by the Engineer for the length of the project. All cross sections shall be plotted at 1"=10'H and 1"+5'V unless otherwise approved by the County Engineer.
- 3.8 The Engineer and the surveyor must be registered in the Commonwealth of Virginia. The plans shall be submitted with signed seals on any sheet on which the Engineer performs design. The standard note sheets, cross section and Standard detail sheets do not require signature and seals. However, modified standard details should be signed and sealed by the Engineer.
- 3.9 The Engineer shall be responsible for the preparation, submission and obtaining of all necessary environmental and wetland permits required by applicable regulatory agencies for the construction of the project.
- 3.10 Under Basic Services shall include the provision of final designed plans with consideration of all three Design Phases above, compliance with local, state and federal laws and regulations, with the design reviewed, approved, permitted by VDOT, FHWA

and other necessary review agencies and provided to the County as complete construction bid plans and documents.

- 3.11 The Engineer shall assist the County in developing Contract Time Determination report in accordance with VDOT Memorandum effective dated, January 1, 2008 entitled “Guidelines for Preparing and Submitting the Contract Time Determination Report (CTDR)”. All federally funded projects must include a logically developed timeline for construction and project completion. VDOT memorandum details the process and standard procedures for preparing and submitting the Contract Time Determination Report (CTDR) on which contract time limits, interim milestones, or other schedule related contract requirements will be based. Additionally, a document titled *VDOT Contract Time Determination Guidelines* is simultaneously being issued to aid the Project Manager in accomplishing the development and submission of CTDRs for each project to which he/she has been assigned. The CTDR will be used to describe the methodology, thought process, assumptions, and schedule calculations performed to arrive at the conclusions. The findings will then be used to establish the contract time requirements.

4. Bid document preparation and advertisement of bids

- 4.1 The Engineer shall assist the County in obtaining bids and assist in post and pre-award information. The Engineer shall ensure all documents use same type, style and formatting.

The Engineer shall provide the preparation of bid documents for the advertisement and construction of the project. Bidding documents shall be prepared in a manner similar to documents previously developed from projects bid by the County. The Engineer is responsible for Contract Special Provisions and applicable VDOT Special Provisions/Special Copied Notes. The bid document shall be consistent with process previous projects the County has bid. The Engineer shall assist the County in seeking qualified list of bidders.

Unless otherwise indicated by DOT, the Engineer shall prepare and distribute Bidding Documents and Plans as CD ROM (PDF). The Engineer shall prepare and distribute all of the necessary addenda to the Bidding Documents. The Engineer shall maintain a list of bidders purchasing Plans and Bidding Documents. The Engineer shall obtain at a minimum, the name of contractor, address, telephone number, contact person, email address, method or the form of payment, and how many sets of documents were purchased. The Engineer shall distribute list of registered Plan Holder to interested subcontractors. The Engineer shall develop complete bid tabulations of all bids including percentage mean/average differences among unit price items.

The Engineer shall develop a written and fully detailed Construction Cost Estimate prior to bidding/advertisement of the project. The County reserves the right to request the Engineer provide in writing current data and information it used to develop and support the cost estimate. The Engineer shall provide detailed written explanation in the event construction bids exceeds the Engineer’s final cost estimate for the work by more than three percent (3) %.

The Engineer shall conduct a scope review of the project with the apparent low bidder to verify the Contractor's interpretation of the project. The Engineer shall review the Contractor’s bid estimate for reasonableness. The Engineer shall verify the lowest bidder/contractor work experience/capabilities and references, and shall provide a written

recommendation based upon such information for the County consideration to award a construction contract to the apparent successful contractor.

The Engineer shall, without additional fee, correct the drawings, specification, and/or other materials furnished under this contract if the County finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible. The Engineer shall be responsible for all reproduction fees resulting from the need to resubmit documents because of the Engineer's error and/or omissions.

The Engineer, following the County's final acceptance of the Construction Documents plans, specifications and construction estimate, shall assist the Owner in obtaining bids and assist in awarding and preparing contracts for construction. The Engineer shall work cooperatively with County Purchasing to develop the front-end bidding documents for the project. The bidding front-end documents shall be prepared in accordance with County established format for bidding construction of roadways. The County will use VDOT 2007 Edition Road and Bridge Specification Handbook as modified by the County or current edition. Bidding Documents shall include Engineer's and County to Instructions to Bidders, Special Conditions, and General Conditions, as modified by the County and Contract Special Provisions including any/all other VDOT documents to facilitate the bidding of the construction project.

The Engineer shall provide the County with at least five preliminary sets of Bidding Documents, Specifications and Conditions of the Contract for construction. Such documents shall be prepared and printed in Times Roman font and with all paragraphs align left style format, double spaced between paragraphs.

The Engineer shall prepare and distribute Bidding Documents and Plans to interested Bidders. The Engineer shall prepare and distribute all of the necessary addenda to the Bidding Documents. The Engineer may be requested to furnish Bidding Documents and Plans to firms known in the industry as "Plan Rooms" i.e. "Construction Market Data (CMD), Dodge Reports. The Engineer shall maintain a list of bidders purchasing Plans and Bidding Documents. The Engineer shall obtain at a minimum, the name of contractor, address, telephone number, contact person, email address, method or the form of payment, and how many sets of documents were purchased. The Engineer shall pay for delivery and related fees of Addenda resulting from Engineer inaccuracy. The Engineer shall furnish a list of the Bidders/Plan Holders to all interested requesting parties.

The Engineer shall prepare Addenda. Addenda shall be developed in accordance with format approved and acceptable to the County. No Addenda shall be issued by the Engineer without prior review of the County. The Engineer shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. Addenda shall be distributed to the County and Plan Holders at no additional charge. In an effort not to delay the project the Engineer shall use most efficient method for delivery for distribution of Addenda to the Plan Holders. The Engineer shall maintain documentation confirming all Plan Holders have received Addenda.

All addenda shall be reviewed and approved by the County Purchasing Manager prior to Engineer issuing the Addenda to the bidders. Written questions to the Engineer from the Contractors concerning the project submitted after the prebid meeting will be routed through the Owner's Representative for review prior to Engineer submitting response to

Contractors. Responses to all questions during the bidding period will be developed by the Engineer and forwarded to the County for submission.

The Engineer shall furnish the County with copies of all questions during the bidding process. The Engineer shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda. All questions and subsequent answers thereto shall be included in the Addenda.

During the bidding period, the Engineer shall maintain a list of Plan Holders (bidders) who have purchased set(s) of Plans and Bidding Documents from the Engineer. The Engineer shall provide the County with a copy of the Plan Holders list as it is updated. The Engineer shall be allowed to make such list of Plan Holders available and known to any/all inquiring subcontractors and/or supplies so requesting.

The Engineer shall conduct a scope review of the project with the apparent low bidder to verify the Contractor's interpretation of the project. If deemed necessary by the Engineer and/or the County, the Engineer shall review the Contractor's bid estimate work sheets. Within 72 hours after opening bids, the Engineer shall verify the lowest bidder/contractor work experience/capabilities and references, and shall provide a written recommendation based upon such information for the County consideration to award a construction contract to the apparent successful contractor.

5. Construction Administration

- 5.1 The Engineer shall provide at least 200 hours of construction administrative services inclusive under Basic Services. Construction administration during the project's construction and may consist of, but not limited to, construction claims assistance, technical support services, attending scope review meetings, design revisions etc. Additional services if deemed necessary by the County shall be negotiated. As part of Construction Administration Basic Services, the Engineer shall record drawings on disk and CD which are revised to show significant changes in the work made during construction, based on data furnished to the Engineer by the Construction Contractor.

D. Deliverables

The Engineer shall provide to the County the following deliverables:

1. A schedule of design activities for each phase showing the initial date of notice to proceed, completion date for each design phase and bar chart showing item number of each task, duration in days and start/finish dates.
2. Proposed plans sheet list for the final roadway plan set.
3. A monthly progress report describing the work accomplished to be submitted with all invoices.

4. Plans for County review plus five additional advance hard copy sets of plans for each submission required to obtain County and VDOT approval. The following number of plan sets shall be delivered to the County for each review phase:
 - a. Preliminary Submission Sets = 8
 - b. Intermediate (Design Field Inspection) Submission Sets = 12
 - c. Utility Field Inspection Sets = 12
 - d. Final Submission Sets = 20
5. Original record plats sealed by a surveyor registered in the Commonwealth of Virginia.
6. Original plans must be sealed by a principal of the firm registered in the Commonwealth of Virginia. Mylar reproducible of penciled originals, varitype letter press, stick-on letters and zipatone will not be accepted.
7. Two hard copies and an electronic copy of any required special provisions to the County.
8. One hard copy and one electronic copy of the final construction estimate and the quantity take off.
9. Three bound and referenced copies of all design calculations all signed and sealed by the registered Professional engineer.
10. A bound copy of all deed research, including instruments and plats, of the recorded land records used to determine the limits of property, existing easements and right-of-way.
11. A bound copy of the survey field book and notes signed and sealed by registered Professional Surveyor.
12. Electronic files of the entire project shall be utilized for the construction as it relates to the proposed design, property corners, etc.
13. One color aerial photograph mounted for public display. Scale and limits to be agreed upon by both the Engineer and the County.
14. One clear acetate overlay for the aerial photograph showing property and right-of-way lines from the County tax map.
15. One aerial photograph of the area, Ansi C (22' x 17') and jpeg file.
16. All digital map data will be delivered in AutoCADD format. The Engineer shall also provide a listing describing the data files and data elements included in the digital data delivery.
17. The preparation and submission of synchro analysis files (disks) for each designed and or modified signal in accordance with VDOT current requirements.

I.12 Cost Principles and Procedures using Federal Funds

This Contract shall be performed and subject to audited in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. An audit shall be performed by an authorized government agency or independent CPA firm to establish the Offeror overhead rate. Sub consultant contracts may be lump sum if they are for \$2 Million or less, have a clearly defined scope of work.

The consultants, joint ventures and subconsultants must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR3 1, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23 CFR1 72, "Administration of Negotiated Contracts." The prime consultants, joint ventures and subconsultants must submit their FAR audit data upon request by the County.

SECTION II PROPOSAL REQUIREMENTS

All information requested and the requirements of this RFP must be supplied in writing in order for the County to consider the proposal complete.

II.1 Effect of Proposal Submission

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offerors proposal in any contract negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions" and each exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Offeror agrees it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for or have the right to cancellation of or relief from the Contract because of any misunderstanding or lack of information.

II.2 Due Date for receipt of Proposals and Copies Submitted

Sealed technical proposals (Part A) responses are due no later than May 26, 2010 until 3:00 P.M., local time unless otherwise changed by written amendment. Offerors are reminded to visit the e-procurement website for notices of amendment issuance. The County shall not accept proposals after the specified date and time. Non-binding cost proposals (Part B) shall be submitted by the short-listed firms at interview stage.

All firms are to submit the required copies of their proposals as two (2) separately bound parts as follows:

Copies	Part	Description
5	A	Sealed Technical Proposal
5	B	Sealed Non-binding Cost Proposal (Submitted at the Interview Stage by short-listed firms)

Technical Proposals received in the Purchasing Office after the date and time prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

Offerors should include with the technical proposal submission, the required RFP Submission Form (see following paragraphs), and the Insurance Checklist (See Section III of this RFP). Such documents are packaged with the Proposal together and clearly labeled with the project and "RFP No." Offerors should deliver the sealed technical proposal to:

Carolyn Mohaupt, Contract Specialist III
Finance Department - Purchasing Office
Prince William County
1 County Complex Court (MC460)
Prince William, Virginia 22192-9201

II.3 RFP Submission Form, VDOT Firm Data Sheet, SCC and DPOR registration

Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion and the VDOT Firm Data Sheet. The certification on this form must bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

It is incumbent upon each firm conducting business in Virginia to be in compliance with state law and regulations. To ensure firms are in compliance Offerors shall furnish with proposal submission supporting evidence of with their SCC and DPOR registration. Copies of on-line confirmation are acceptable documentation.

The Department of Professional and Occupational Regulation's mission is to protect the health, safety and welfare of the public by licensing qualified individuals and businesses and enforcing standards of professional conduct for professions and occupations as designated by statute.

The SCC acts as one of Virginia's primary regulatory agencies, with oversight of varied business and economic interests throughout the Commonwealth. The SCC's authority encompasses utilities, insurance, state-chartered financial institutions, securities, retail franchising, and railroads. The Commission also serves as the Commonwealth's central filing office for corporations, limited partnerships, limited liability companies, business trusts, and Uniform Commercial Code filings.

II.4 Conflict of Interests

This solicitation is subject to the provisions of Section 2.2-3100 et seq., VA Code Ann., "State and Local Government Conflict of Interests Act". No member of the Board of County Supervisors, or any advisory or judicial body of Prince William County, or any other officer or employee of Prince William County, or any member or employee of any agency, commission, board, or corporation, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Section 2.2-3101 VA Code Ann.

II.5 Collusion

All proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

II.6 Firm Ownership Disclosure Information

The County requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 5% or more in the firm(s) responding to this RFP.

II.7 Confidentiality

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law (i.e. Virginia Public Procurement Act). Proprietary information that is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing Offerors at any point in time.

No responsibility shall be attached to the Purchasing Manager or other purchasing representatives for the premature opening or disclosure of a proposal not properly addressed and identified.

II.8 Proposal Format Instructions

The County will follow the evaluation process and selection criteria described in Section III of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required except as noted herein.

The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate:

Part 1 - Technical Proposal

- i - Cover page or Transmittal Letter, including RFP Submission Form, Insurance Checklist and VDOT Firm Data Sheet
- 1 - Understanding the County's Requirements
- 2 - Approach and Workplan
- 3 - Management Plan and Timetable
- 4 - Project Team Qualifications and Experience
- 5 - Firm Experience and Capabilities
- 6 - Disadvantage Business Enterprise

It is recommended the Proposal not exceed 80 pages. These elements parallel the basis of the County's proposal evaluation criteria. The County is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format.

In addition to the requirement set forth in this section, Offeror may submit federal Standard Form 330 (SF 330). The SF 330 has 2 parts. Part I – Contract Specific Qualifications and replaces the prior SF 255 and Part II – General Qualifications replaces the prior SF 254. SF330 shall not be considered a part of the 80 pages limit recommendation.

The following paragraphs provide guidelines to each Offeror for information to include in Technical Proposal submission.

1. Understanding the County's Requirements

This section should confirm the Offeror understanding of this RFP and the planned project. In addition, it should clearly outline the scope and objectives of the proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.

2. Approach and Workplan

This section should describe the recommended approach and Workplan regarding the assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the County. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.

Provide detailed information that will indicate your firm's ability to meet the time schedule for this project as indicated in Section I of this RFP. The proposal must address in depth the Offeror plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP. The Workplan must discuss the staffing complete the project, as well as the type of vessel and other issues to meet the requirements.

The Workplan also must include a task-by-task schedule of the time required to complete this project. The proposal should also discuss documentation and/or authorizations which will be required from the County, anticipated problem areas, proposed solutions to the problem areas, etc.

3. Management Plan and Timetable

In this Section, the Offeror must present a Plan that clearly explains how it will manage and control all proposed activities for this project and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given to this assigned or awarded project so that work is properly performed and that milestones are met on a timely basis as proposed.

The Section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable (bar chart or graph) that coincides with the proposed Workplan.

4. Project Team Qualifications and Key Personnel Experience

This section must include the qualifications of the staff and subconsultants assigned to this project.

At a minimum, the Offeror Proposal should:

- Designate a Project Manager for this project.
- Include the organization, functional discipline, and responsibilities of project team members.
- Include an organizational chart, including subcontractors and identify any DBE participation.
- Provide a complete resume or description of each team member's education, professional experience, especially as it relates to this project, length of time employed by the Offeror and/or a subcontractor. Ensure team members resume details the post/position of the team member as it relates to each project experience.
- Indicate on the organizational chart where the member's office is located. The personnel named in the proposal shall remain assigned to the project throughout the period of the Contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the County.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The Offeror shall include office address of the proposed subcontractor. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

5. Firm Experience, Capabilities, References, and other information

The purpose of this section is to provide the County with an overview description of the Offeror company, plus the Offeror commitment to the services set forth in this RFP and/or government clients in general.

The Offeror should:

- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe similar projects and services recently provided to local and/or state government.
- Describe any local office(s) that will service Prince William County including size, services, area covered, and principal contact person.

The Offeror must also specify, in a similar manner with references, etc., the qualifications of any subcontractors to be used in this proposed project.

- List or describe representative clients currently served, both nationally and by the local office, focusing on clients similar in size and complexity to Prince William County.
- Provide *current* name, address, and telephone number of at least three (3) specific references (preferably government) the company has served either currently or in the past two years; preferably those where one or more of the project team provided the same or similar services as requested herein.

Each reference should indicate the scope of services provided to each referenced client.

The County reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the proposal.

- Offeror shall provide response to Debarment, Suspension with any governmental agency:
 - Indicate if your firm, subconsultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:
 - Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
 - Indicate if any of the above firms, subcontractors, or persons associated has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
 - Indicate if a proposed debarment is pending against any of the above; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

6. Disadvantaged Business Enterprise

As this project is federally funded, Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts.

A list of Virginia Department of Minority Business Enterprise certified as DBE firms is maintained on their web site (<http://www.dmb.state.va.us/>) under the **DBE Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts.

If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited.

PART 2 Non-Binding Cost Proposal (Bound separately and submitted upon request at interview stage by short-listed firms only)

At the interview stage the Offerors short listed firms with the highest ranked technical proposals scores for this project shall be requested to submit a written a sealed non-binding cost proposal for this project to the Contract Specialist. Information must include sufficient data to fully support the reasonableness of the proposed fees by stage or phases. The Offeror shall identify a payment schedule linked to deliverables. Actual payments will be made to the Engineer only as segments of the project is delivered and accepted by the County.

It is understood at the during RFP development, this project development was presented to the County Board of County Supervisors (BOCS). The BOCS elected to defer its decision on rezoning issues until a later date. Until the final outcome of this rezoning application is determined by the County Board of Supervisors, Offerors shall present a cost proposal which will address all technical aspects of the two (2) options as described in Section I, Scope of Work for the completion of relocated Vint Hill Road.

The Consulting shall have established an audited indirect cost rate. The Consultant may procure a Certified Public Accountant (CPA) services to establish Audited indirect cost rate and furnish indirect cost rate along with evidence that the rate was established in accordance with the Federal Acquisition Regulations (FAR). On behalf of the County the State may verify acceptance and approval of the submitted indirect cost rate and that the rate is not in dispute.

This element of the Offeror proposal must be bound separately and should contain the total cost of the proposed services. Costs to perform the services are to be identified using the following format:

The Offeror shall identify a payment schedule linked to deliverables for this project. Payment will be made to the Consultant only as segments of the project are delivered and accepted by the County.

The Offeror should explain and provide details of any conditions that might increase or reduce the cost of the proposed services. The Offeror shall also include a separate line item in the non-binding cost proposal for the selection of a design alternative.

The detailed basis for the proposed cost of these services, such as per hour cost or per employee cost, should likewise be provided. Costs must include all items, such as professional time, travel, data processing, forms, printing, or other expenses included in your proposed cost.

The County is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by the County.

For this project, the Offeror should explain and provide details of any conditions which may increase or reduce the cost of the proposed services. The detailed basis for the proposed cost of these services, such as per hour cost or per employee cost should likewise be provided. Costs must include all items such as professional time, travel, data processing, forms, printing, or other expenses included in each proposed cost.

Best and final negotiated prices submitted shall be valid for a period of ninety (90) calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

The Offerors shall submit a written non-binding cost proposal. Information must fully support data adequate to establish the reasonableness of the proposed fee by tasks, stages or phases.

The Offeror shall identify a payment schedule linked to deliverables. Payment will be made to the Engineer only as segments of the project and tasks are delivered and accepted by the County.

The Offeror should explain and provide details of any conditions which might increase or reduce the cost of the proposed services. The proposed cost should reflect and be in accordance with the proposed workplan hours.

This Contract shall be performed and subject to be audited in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. An audit shall be performed by an authorized government agency or independent CPA firm to establish the Offeror overhead rate. Subconsultant contracts for this project may be lump sum if they are for \$2 Million or less, and have a clearly defined scope of work.

The consultants, joint ventures and subconsultants must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31.1, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23 CFR1.72, "Administration of Negotiated Contracts." The prime consultants, joint ventures and subconsultants must submit their FAR audit data upon request by the County.

A separate schedule of hourly rates shall be submitted to support the tasks. The detailed basis for the proposed cost of these services, such as per hour cost or per employee cost should likewise be provided. All cost shall reflect a not-to-exceed figure or lump sum figure to perform the requested services, including reimbursable. All total amounts must include all items such as professional time, travel, data processing, forms, printing, or other expenses included in your proposed cost. Travel expenditures shall be developed in accordance with Federal travel per diem rates and the Prince William County Travel policy.

The firm is requested to submit a fee proposal listing direct and indirect costs as the basis for contract negotiations. Contract negotiations are conducted following an evaluation of the fee proposal and VDOT audit when the proposed design fee is more than \$100,000.

For services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render Additional Services unless negotiated otherwise, the County shall pay to the Engineer the amount times a factor of 1.10.

The Salary Costs used as a basis for payment mean salaries and wages paid to all Engineer's personnel engaged directly on the Project, including, but not limited to, Engineers, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

Reimbursable Expenses mean the actual expenses incurred by Engineer or Engineer's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of report(s) and presentation Drawing(s).

Expenditures made by County and allowable cost requirements shall be considered, except as stated below:

- (1) Profit sharing, incentive compensation, or bonuses by any name or form, are not allowable costs except where a bonus is given as a fixed amount understood by the employee as part of his/her salary, which is longstanding established company policy. Also, in order for the bonus plan to be acceptable to County, as a minimum, all full time salaried employees of the firm must be eligible to receive a bonus.
- (2) Federal, State, or Foreign income taxes are not an allowable cost.
- (3) Legal expenses for retainer, review of contracts, etc., will be allowed as long as they are considered reasonable by County. However, litigation expenses, including but not limited to attorney fees and costs, are not allowable.
- (4) Fines and other penalties imposed by law or legal process are not allowable costs.
- (5) Any and all types of interest are not allowable costs.

The County is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by the County.

SECTION III

SELECTION PROCESS OF CONSULTANT/ENGINEER

This Section of the RFP outlines the County's process for selecting the best proposal plus the major elements of the subsequent contract resulting from Qualifications Based Selection (QBS) process.

III.1 Approving Authority

The Approving Authority for this RFP is Prince William County Board of County Supervisors (BOCS) who may delegate an Owner Representative for contract signatory authority on its behalf. The Prince William County Department of Transportation (PWC DOT) Director shall serve Owner Representative for this project and has authority to act on behalf of the BOCS in accordance with the Prince William County Purchasing Regulations. The Owner Representative will appoint a Contract Administrator who shall oversee the Contract.

III.2 Selection Committee

For this RFP, the County will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of one or more firm(s) to the Approving Authority.

III.3 Basis for Award

The Selection Committee will base its recommendation on Qualifications Based Selection (QBS) process according to the "Evaluation Criteria" set forth in this RFP and on information set forth in the Offeror Technical proposal, including past performance, and references of each firm and other information gathered during the course of evaluation.

The award is made to the responsible Offeror determined most qualified. Following the evaluation of the technical proposals including statements of qualifications, the Selection Committee shall complete evaluation ranking reports that recommend short-listed firms for interview/discussion. The Evaluation Ranking shall be at least three of the firms. The Committee is not limited in the number of firms that they can select for interviews.

III.4 Evaluation Criteria

The Selection Committee will base its initial technical proposal evaluation using the following criteria:

Maximum Points	Evaluation Criteria
15	Understanding the County's requirements and intent
15	Approach and workplan
15	Management plan and proposed timetable
40	Project team qualifications and experience
15	Firm experience, capabilities and references
100	

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

Based on the results of the technical qualification based evaluation, the short listed highest rated firm(s) for this project will be invited by the Purchasing Contract Specialist to make oral presentations to the Selection Committee at which time the Committee will interview and enter into discussion stage including question and answer period. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, Workplan, and qualifications of the firm and team members with specific emphasis be placed upon the Project Manager. This Committee will then conduct a final evaluation based upon best qualified of the firms.

Following the interviews/discussion stage, the Selection Committee shall complete final evaluation of top ranked interviewed firms. The final evaluation reports ranked, in order of preference, at least three firms that are considered to be the most highly qualified to perform the services.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the firm to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the company/firm physical office premises prior to award to satisfy questions regarding the firm capabilities.

After review and evaluation, and based on its sole discretion, the County reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

III.5 Prime Consultant

The selected Offeror will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

The County also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in the County's best interest.

III.6 Negotiations and Contract Development

Once a firm is tentatively selected based on the "Evaluation Criteria", the County reserves the right to negotiate further with the selected firm. As a result of this contract discussion and negotiation, the County may propose a contract which amends Section I of the scope of the RFP or the firm's proposal prior to signing the contract. At the same time, this RFP and the firm's proposal may be incorporated by reference directly into the final contract usually referred to in the Contract as Attachment A – Scope of Work. Attachment A – Scope of Work is developed using the Scope of Work contained in the RFP, Section I as amended.

The contract, this RFP, and the Offeror proposal submission in response thereto shall constitute the whole agreement between the parties.

For federally funded project usually the fee limitations will apply only to the part of the fee that covers the production and delivery of "designs, plans, drawings, and specifications." The agencies, therefore, consider that the 6 percent fee limitation does not apply to the cost of field investigation, surveys, topographical work, soil borings, inspection of construction, master planning, and similar services not involving the production and delivery of designs, plans, drawings, and specifications.

If a satisfactory contract cannot be negotiated with the highest ranked firm, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified firm and so on. The Selection Committee will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

III.7 Contingency of the Contract Award

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by the Board of County Supervisors, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

III.8 Standard Contract for Services

Prince William County expects to enter into its "Standard Contract for Professional Services" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Offeror review and acceptance of these terms is required as a condition of proposal acceptance. Failure to accept these terms may result in disqualifying the Offeror from further consideration.

The County will consider amendments/revisions proposed by Offerors, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Professional Services" are to be highlighted and submitted as part of the Offeror proposal submission. The County review and acceptance of the proposed terms shall be a condition of contract award.

Offerors are reminded that the proposal will form the basis of the contract negotiations phase between the County and the selected firm. Accordingly, the proposal should be written in a concise, forthright manner, and respond in the manner described in Section II of the RFP. The County reserves the right to incorporate all statements and claims made in the proposal (to include any attachments) in the final contract.

III.9 Type of Contract

Prince William County expects to award a fixed price type contract with a set contract maximum for a specified period based on present assumptions.

III.10 Purchase Order

A Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter. It will form an integral part of the resulting contract. The Purchase Order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals. However, the Purchase Order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto. Services are not to begin until receipt of the Purchase Order by the firm and/or notification by the County Purchasing Manager to proceed.

III.11 Acceptance, Invoicing, and Payment

All services, tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the products are approved as acceptable by Contract Administrator.

The firm shall submit invoices listing the services performed and completed to Contract Administrator. The invoice should cite the Purchase Order Number, Contract Number, and date of services or delivery of an end product.

The County will make payment to the firm, net 30 days or in accordance with discount terms on demonstrated percentage of services completed, after receipt of an acceptable invoice and satisfactory completion of the requested services.

III.12 Insurance

The successful firm will be required to provide evidence of the minimum coverage described within the “Insurance Checklist”. No contract shall be finalized and no work shall commence until the County insurance requirements are met.

The Engineer/Consultant shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverage and limits indicated on the “Insurance Checklist”. Your technical proposal must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

The Engineer shall be responsible for their professional services. The Consultant assumes all risk of damage or injury to its property or persons employed by the firm or in connection with the work contracted for, and of all damage or injury to any person or property, resulting from the Consultant errors, omissions or negligent act(s).

The Consultant shall, during the continuance of all work under the Contract provide the following:

1. Maintain statutory Workers Compensation and Employer Liability insurance in limits of not less than \$100,000 to protect the Consultant from liability or damages for any injuries (including liability or damage which may arise by virtue of statute or law in force within the Commonwealth of Virginia).
2. The Consultant agrees to maintain Comprehensive General Liability insurance in the in accordance with limit identified on Insurance Checklist, to protect the Consultant, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the construction of the project.
3. The Consultant agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount in accordance with limit identified on Insurance Checklist, including property damage, covering all owned, non-owned, borrowed, leased or rented vehicles operated by the Consultant. In addition, all mobile equipment used by the Consultant in connection with the contracted work, will be insured under either a standard Automobile Liability policy or a Comprehensive General Liability policy. The Garage Keeper Liability coverage shall also be maintained where appropriate.
4. The Consultant agrees to maintain Professional Liability insurance in accordance with limit identified on Insurance Checklist. This coverage shall continue in force for three years following completion of construction of the project. In the event that the coverage in effect upon execution of this contract is terminated for any reason prior to the third year after completion of construction of the project, the Consultant agrees to initiate new coverage equivalent to same limit in accordance with limit identified on Insurance Checklist per occurrence/aggregate per year. Any such new coverage will contain a provision which provides Prior Acts coverage to protect the Consultant from claims caused by errors, omissions, or

negligent acts which occurred during the time frame the Consultant liability was covered by the former insurance carrier.

5. The Consultant agrees to accept liability for and bear the costs of change orders to the construction contract caused by errors and omissions whose cumulative cost to the County exceeds two percent of the construction value.

6. Liability Insurance “Claims Made” basis liability insurance purchased by the Consultant on a “claim made” basis, the Consultant must comply with the following additional conditions.

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the professional services contract. This certificate shall evidence a “retroactive date” no later than the beginning of the Consultant or consultant/ subcontractors work under this contract; or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

7. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

8. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: I.

European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from the requirement provided that the Consultant insurance broker/agent can provide financial data to establish that a market's surpluses are equal to or exceed the surpluses that correspond to Best's A: I Rating.

9. Hold-harmless and Indemnification: The Consultant hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all negligent claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which results from errors, omissions, or negligent acts of the Consultant, its consultants/subcontractors, agents and employees.

10. The Consultant will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Manager before a contract is executed and any work is started.

11. The Consultant will secure and maintain all insurance certificates of its consultants/subcontractors which shall be made available to the County on demand.

12. The Consultant will provide on demand certified copies of all insurance coverage related to the Contract within ten business days of demand by the County. These certified copies will be sent to the County from the Consultant insurance agent or representative.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30 day written notice to the County. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the

Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

Compliance by the Consultant and all consultants/subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Consultant and all consultant/subcontractors of their liabilities provisions of the Contract.

Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or professional services exclusion provision that would preclude the County from supervising and/or inspecting the project as to the end result.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any consultant/subcontractor and the County. The Consultant shall be as fully responsible to the County for the acts and omissions of the consultants/subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Precaution shall be exercised at all times for the protection of persons (including employees) and property under their control.

The Consultant and all consultants/subcontractors are to comply with the current Occupational Safety and Health Act, as it may apply to this Contract.

The County, its employees and officers shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".

If an "ACORD" Insurance Certificate form is used by the Consultant insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the Cancellation section/paragraph of the form shall be deleted.

PRINCE WILLIAM COUNTY, VIRGINIA
INSURANCE CHECKLIST

Items marked "X" are required if award is made to your firm. Offeror Insurance Agent shall mark a "check" identifying a yes or no response as to availability of insurance. *Note: If you answered "No" to any of the requirements, provide written explanation on a separate sheet.

COVERAGE		REQUIRED	LIMITS (FIGURE DENOTES MINIMUM)
Yes	No*		
—	—	X 1. Workers' Compensation and Employers' Liability;	1. Statutory Limits of the Commonwealth of VA:
—	—	X Admitted in Virginia	Yes
—	—	X Employers' Liability	\$1,000,000.00
—	—	X All States Endorsement	Statutory
—	—	X 2. General Liability	2. \$1,000,000.00 Combined
—	—	Products	Single Limit Bodily
—	—	X Completed Operations	Injury and Property
—	—	X Contractual Liability	Damage Each Occurrence
—	—	X Personal Injury	
—	—	X Independent Contractors	
—	—	X 3. Automobile Liability	3. \$1,000,000.00 Combined
—	—	X Owned, Hired, & Non-Owned	Single Limit Bodily
—	—	Motor Carrier Act End.	Injury and Property
—	—		Damage Each Occurrence
—	—	X 4. Prof. Errors and Omissions	4. \$1,000,000.00 Limit Each Occurrence
—	—	5. Garage Liability	
—	—	6. Garagekeepers' Legal Liability	
—	—	7. Fire Legal Liability	
—	—	8. Other Insurance:	
—	—	X 9. County named as additional insured on General Liability Policies (This coverage is primary to all other coverages the County may possess)	
—	—	X 10. 30 day cancellation notice required.	
—	—	X 11. Best's Guide Rating - A:VI or Better, or Equivalent	
—	—	X 12. The Certificate must state RFP No. RFP Title	
—	—	13. Umbrella Liability	

OFFEROR AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

OFFEROR

INSURANCE AGENCY

SIGNATURE

SIGNATURE

ATTACHMENT I

SF030AF-0702

Reissued July 9, 2002

**VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

SF030AF-0708

Reissued

July 2008

**VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables)

shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the cover area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy

with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a

good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for

the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA	19.3
.....	
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA	10.2
.....	
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties	12.0
.....	
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA	
Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA	
Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA	
Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA	
Buena Vista;	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA	
Harrisonburg;	
VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA	
Waynesboro; WV Pendleton.	
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA	30.6
.....	
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA	
Hopewell;	
VA Petersburg.	
6760 Richmond, VA	24.9
.....	
VA Charles City; VA Chesterfield; VA Goochland; VA Hanover; VA	
Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties	27.9
.....	
VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA	
Caroline;	

VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:	
SMSA Counties:	
5680 Newport News- Hampton, VA	27.1
.....	
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
5720 Norfolk - Virginia Beach - Portsmouth, VA - NC	26.6
.....	
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
Non-SMSA Counties	29.7
.....	
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:	
020 Washington, DC.	
SMSA Counties:	
8840 Washington, DC - MD - VA	28.0
.....	
DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
Non- SMSA Counties	25.2
.....	
MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:	
052 Johnson City - Kingsport - Bristol, TN - VA	
SMSA Counties:	
3630 Johnson City - Kingsport -Bristol, TN-VA	2.6
.....	

	TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott; VA Washington; VA Bristol.	
	Non-SMSA Counties	3.2
		
	TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland:		
019 Baltimore MD		
	Non-SMSA Counties	23.6
		
	MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worcester; VA Accomack; VA Northampton.	

ATTACHMENT II

SF010CF-0309

FHWA 1273, MEMORANDUM AND CFR CHANGE

January 19, 2009

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273) shall apply to this contract as well as the following:

- **FHWA memorandum with the subject titled “THE DISCONTINUANCE OF THE FHWA-45, FHWA-47 & FHWA-810”**. In accordance with this memorandum the Contractor shall be governed by the following:

The submission of Form C-50 (FHWA 47) which is used to fulfill the reporting requirements of Section VI, Record of Materials, Supplies, and Labor of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is no longer required on Federal Aid Construction Contracts. Only that part of Section VI of **FHWA 1273** is thus eliminated. All the other parts remain in effect.

- **CFR (Code of Federal Regulations) change regarding Employee Social Security Numbers and Addresses on Payrolls**. In accordance with the US Department of Labor regulations change in 29 CFR Parts 3 and 5 the Contractor shall be governed by the following:

Section V, Paragraph 2b of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

FHWA-1273 Electronic version -- March 10, 1994

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
 Section IV, paragraphs 1, 2, 3, 4, and 7;
 Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract

- provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a

- special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national

origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage

determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the

- contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
 - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually

registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are

employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the

requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved

- programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
 - f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
 - g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the

contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project: **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available

to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or

- agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
-Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
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FHWA MEMORANDUM



U.S. Department of
Transportation
**Federal Highway
Administration**

MEMORANDUM

Subject: ACTION: The Discontinuance of the FHWA-45, FHWA-47 & FHWA-810 **Date:** May 22, 2007

From: /s/ Original signed by **In Reply** HIPA-10
Dwight Horne, **Refer to:**
Director Office of Program Administration

To: Directors of Field Services
Division Administrators
Federal Lands Administrator

Effective immediately, Divisions and/or our State Transportation Agency (STA) partners will no longer be required to submit data to HIPA-10 that is collected as it relates to:

The FHWA-45, Bid Price Data¹,

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction
Involving Federal Funds², and

The FHWA-810, Bid Tabulation Data³

For several years, STAs have commented that the reports generated from the data collection efforts were of little utility and that there were statistical limitations, statistical significance, and accuracy issues with the data which were felt could result in misleading information. There was also a noted reporting burden on States and contractors. The suggestions have often been to eliminate the reporting requirements all together.

In 2003, the GAO conducted a review of the States' highway construction costs. As part of its review, the GAO reviewed FHWA's cost data collection requirements. In its discussions, the GAO also identified similar issues and concerns with the data series as discussed above. In a December 2003 report GAO made recommendations to FHWA to review the usefulness and accuracy and/or under reporting of the data collected.

As a result, FHWA has determined that it is appropriate to discontinue the reporting requirements for the FHWA 45, 47 and 810 as collection of this data for needed reports such as

the "Highway Statistics" publication can be collected through other means. The main reasons for this decision are the strong disinterest in the data collection activities and comments provided to us by our STA partners suggesting that we are not collecting the data extensively enough to be of utility. We will also be going through an abridged regulatory update as appropriate to reflect this action.

Please contact Bob Wright, at 202-366-4630, to answer any questions and/or for additional information on this matter.

The FHWA 45, Bid Price Data, was collected on NHS projects over \$500,000. The FHWA 45 served as a means to compute the highway construction bid price index, which is published in the document "Price Trends for Federal-aid Highway Construction. The data was used in our "Highway Statistics" publication and by other outside sources, including its use by congressional committees in their deliberations on pending new highway legislation.

The FHWA 47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, was collected on all NHS projects over \$1,000,000. The FHWA 47 served as a means to collect data related to the quantities of materials, supplies and labor used for various types of highway construction. The data reported on this form was used primarily to compute usage factors for these various materials, supplies, and labor. These factors were used to determine the economic impacts of cuts or increases in the cost of Federal-aid highway construction.

FHWA 810, Bid Tabulation Data was collected on all NHS projects. The needs for the FHWA 810 have been to compute national summaries on the largest contract awards and contract size statistics. The data was also used to produce state-by-state summaries on contracts awards, number of bids and average number of bids.

ATTACHMENT A

S-A-M-P-L-E

STANDARD CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT: Number

CONTRACT TITLE: ENGINEERING DESIGN SERVICES FOR

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the ENGINEER:

This Contract is entered into this _____ day of _____, _____, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Engineer identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

SECTION I

SPECIAL PROVISIONS

General

The Parties hereto agree and understand this is a federally funded project. All services provided are in accordance with federally-assisted programs of the United States Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

This Contract, the Request for Proposal (RFP), as amended, plus the Engineer's resulting proposal content shall be consistent with and governed by the Federal Acquisition Regulations (FAR) and Prince William County Purchasing Regulations.

I.1 Definitions

As used in this Contract the terms are defined as follows:

1. "County" and/or "Owner" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below as authorized by the Purchasing Regulations.
2. "Contract Administrator" assigned to administer this Contract for the County is Prince William County Transportation Department Director. The Contract Administrator on behalf of the Owner, who may designate an employee as Project Manager, who shall have such authority to act on behalf of the Owner as may be established by the Contract Administrator.
3. "Engineer" (Consultant) shall mean – (insert company name) whose authorized representative is (insert name), who is responsible for the performance obligation of the Engineer under this Contract. The Engineer shall have no authority to bind the Owner to additional time or funds, unless the Owner has previously agreed such authority to in writing.

I.2 Contract Period

The period for all services under this Contract shall be from the date of the Contract award, through design and construction phases and shall terminate one (1) year after substantial completion or expiration of warranty period of the project.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Consultant's Proposal entitled _____ and dated _____.
2. County Solicitation number RFP ---- title ____ and dated.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: _____. This Contract, including Attachment(s) shall take precedence over all of the documents referenced above.

I.4 Provision of Services and Order of Precedence of Documents

The Engineer hereby agrees to provide Engineering Design Services ____ described herein and further outlined in Attachment A, Scope of Work. This Scope of Work shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency. It is understood the Engineer is responsible to provide the following services:

This Contract shall is consistent with and governed by the Federal Acquisition Regulations (FAR) and Prince William County Purchasing Regulations. In the event of an inconsistency between or conflict among documents, the inconsistency shall be resolved by giving precedence to the federal regulations (FAR), then to the Purchasing Regulations, then in descending order as follows:

1. Contract No. ____ dated, _____, including Attachment(s) A – Scope of Work, Attachment B Fee Schedule and C – Project Schedule
2. RFP No. RFP ____ entitled Engineering Design Services For ____
3. Consultant/Engineer's Proposal dated, _____

I.5 Contract Amount

In return for the professional services identified herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Engineer the total amount of \$ _____ in accordance with such formula for payments as set forth in Attachment B – Fee Schedule.

I.6 Method of Payment

The County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and based upon satisfactory percentage of completion of each of the requested services as set forth in the payment schedule in Attachment B – Fee Schedule.

The Contractor shall submit invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite the Purchase Order Number, Contract Number and date of services or delivery of an end product.

The County will make payment to the Engineer within thirty (30) days of receiving a satisfactory and properly completed invoice, provided the work covered by the invoice has been completed to the satisfaction of the County. Invoices for partial completion of a task, or subtask, shall be accompanied by documentation to support the request for payment.

For services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render Additional Services of the Consultant, the County shall pay to the Consultant the amount the associate or consultant bills the Consultant times a factor of 1.10.

Reimbursable Expenses shall be payable in accordance with Prince William County Travel policies for per diem.

I.7 Compensation for Additional Services

For project representation beyond basic or if included any optional services, compensation for the Engineer's/Employee's time shall not exceed the Consultant's direct personnel expenses and direct reimbursables. The selected compensation method will be determined by which is of least cost to the County. The County additionally reserves the right to negotiate a fixed fee compensation for additional services to the project in lieu of the method outlined above.

For additional services of Consultants to the Engineer, the fee shall not exceed a multiple of (1.10) times the amounts billed to the Engineer for such services.

I.8 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.9 Key Personnel and Special Consultants

The Engineer shall assign to this Contract the following key personnel:

Insertion here

During the period of performance, the Engineer shall make no substitutions of key personnel and/or consultants unless illness, death, or termination of employment necessitates the substitution and/or in the event the Engineer determines that a personnel substitution is in the best interest of the project. However, in no event shall a substitution of key personnel take place due to the Engineer's reassignment of key personnel to another project. This project shall take precedence over any other project the Engineer may have assigned to key personnel identified herein. The Engineer shall notify the County Contract Administrator within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Engineer shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contract Administrator. Proposed substitutions should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Engineer within a reasonable period after receipt of all required information of its decision on proposed substitutions.

The Engineer shall also assign as subconsultant to this Contract the:
Sample and displayed only for the purpose of draft contract:

- Geotechnical, Civil Engineering and Surveying
- Cost estimating

I.10 Inspection and Acceptance

All services, tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the deliverables are approved as acceptable by the Contract Administrator in writing. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the 10 days shall constitute a breach of the contract for which the Contractor may be held in default.

I.11 Insurance, Hold Harmless and Independent Contractor Status

The Contractor shall maintain insurance, in an amount and a form set forth in the RFP.

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Consultant all times herein acting as an independent Contractor.

I.12 Disadvantaged Business Enterprise Goal and Monitoring

The Engineer agrees it must comply throughout the Contract period with Disadvantaged Business Enterprise goals as established for this project in RFP.

The Engineer agrees and understands that its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the policy guidelines established by VDOT Disadvantaged Minority Enterprise program plan and the provisions of 49 CFR, Part 26, as amended, which is hereby made part of this Contract by reference.

The Engineer understands that the County/VDOT reserves the right to monitor ensure that the Engineer's DBEs committed to perform services under contract are in compliance with the requirements as described in 49 CFR, Part 26.55. VDOT (District Civil Rights Managers "DCRM") staff will monitor the Engineer's activities to ensure that DBE firms are performing work in accordance with federal regulations. The DCRM may conduct DBE Compliance Reviews on each DBE firm performing work for participation credit/goal.

Compliance monitoring may include: site visits, review of documents such as material tickets, subcontracts, lease agreements, etc. and any other information needed to render a compliance determination.

The Engineer shall maintain records and documents of payments to DBE firms throughout the Contract performance period. At a minimum, these records must consist of the type of work the DBE firm performed, dates of work, dollar amount paid for work, and on what date payment was made. These records shall be submitted in duplicate on a quarterly basis to the Contract Administrator. Documentation should be submitted no later than thirty (30) days after the end of the federal fiscal year quarter.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Consultant to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Director of Public Work, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Modification to the Contract/Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Equal Employment Opportunity

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Consultant's project activities under this Contract.

a. The Consultant will work with the VDOT and the Federal Government in carrying out EEO obligation and in their review of his/her activities under the contract;

b. The Consultant will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on the job training."

2.EEO Officer: The Consultant will have designated who will have the responsibility for and must be capable of effectively administering and promoting an active program of EEO and who must be assigned adequate authority and responsibility to do so.

3.Dissemination of Policy: All members of the Consultant's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the EEO.

II.4 Drug-free Workplace

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this Contract, a "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Consultant under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Consultant.

Claims by the Consultant with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Consultant. If the Consultant is not satisfied with the decision or resolution of the Contract Administrator, the Consultant may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Consultant within forty-five (45) days of the receipt of the claim from the Consultant. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Consultant submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Consultant may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Consultant within forty-five (45) days of the Purchasing Manager's receipt of the request from the Consultant, and shall be final and binding on behalf of Prince William County, unless the Consultant submits the claim for determination by the Board of County Supervisors by

mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Consultant shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Consultant against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Consultant, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Consultant shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Consultant shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Consultant shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Consultant by reason of termination under this clause, the Purchasing Manager shall pay to the Consultant the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Consultant is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Consultant shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Consultant from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not fully appropriated for any portion for which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Consultant. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Consultant utilizes a subcontractor for any portion of the work under this Contract, the Consultant hereby agrees to:

1. The Consultant shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Consultant by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Consultant shall be obligated to pay interest to a subcontractor on all monies owed by the Consultant that remain unpaid after seven (7) days following receipt by the Consultant of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Consultant's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Consultant is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Consultant agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Consultant involving transactions related to this Contract.

The Consultant further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Consultant involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Consultant hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.13 Immigration Reform and Control Act of 1986

The Consultant certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The

Consultant agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

CONSULTANT

CONSULTANT NAME

County Representative

Consultant Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY’S OFFICE

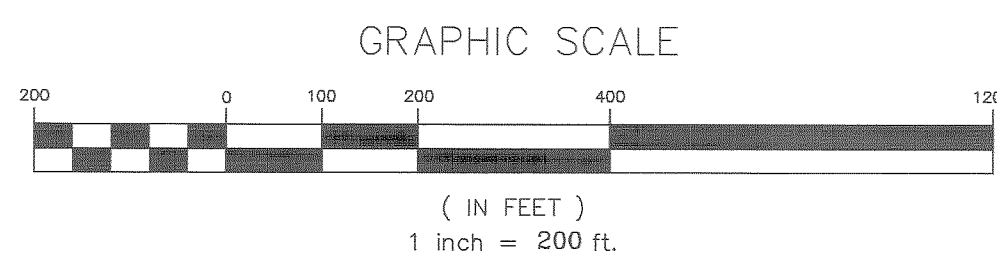
Date: _____



1. SITE APPLICANT: BROOKFIELD VINT HILL, LLC.
2. SITE OWNER(S): BROOKFIELD VINT HILL, LLC.
3. GPIN(S): 7495-91-9208, PORTION OF 7594-09-5417, 7595-11-8416, 7595-10-4098, 7595-20-0056, 7595-30-0049, 7595-01-6924, 7595-21-7909, 7595-20-9299, 7595-30-5779, 7595-30-5094, 7595-21-8200, 7595-31-1303, 7595-30-3598
4. TOTAL SITE AREA SUBJECT TO REZONING: ± 125.3 AC.
5. EXISTING ZONING: A-1
6. PROPOSED ZONING: PMR
7. THE AREAS FOR REZONING SHOWN HEREON BASED UPON AVAILABLE PLATS AND DEEDS OF RECORD, BUT DOES NOT CONSTITUTE A BOUNDARY SURVEY. BOUNDARY SURVEY TO BE COMPLETED BY DEWBERRY & DAVIS, LLC.
8. SWM/BMP LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE WITH FINAL ENGINEERING.
9. RE-ALIGNED VINT HILL ROAD R.O.W. DEDICATION AREA IS APPROXIMATELY +/- 11 AC.

LANDBAY CALCULATIONS

LANDBAY	ACREAGE	USE DESIGNATION	HOUSING UNIT TYPE DESIGNATION	DENSITY
A	125.3 AC.	PMR LOW (LDR)	Any combination of the proffered housing types may be utilized.	Maximum 295 units



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHD. BRG.	DELTA
C1	870.00'	335.06'	169.63'	333.00	N66°24'17"W	22°03'59"
C2	1407.39'	151.87'	76.01'	151.80'	N83°49'14"E	6°10'58"
C3	1407.39'	314.09'	157.70'	313.44'	S86°42'16"E	12°47'13"

PLAN #PLN 2006-00781
BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

REV: JAN. 3, 2007
FEB. 29, 2008
JULY. 28, 2008
DEC. 4, 2008
JULY 29, 2009

DATE: APRIL 1, 2006



Dewberry & Davis LLC