

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
Date: December 21, 2008**



**Request for Proposal A09086-1
Engineering Services -
Chemical System Upgrade**

Due Date: January 23, 2009
Time: 3:30 P.M. EST

Receipt Location: City Hall, 900 East Broad Street, 11th floor, Room 1104

Request for Proposal Prepared by:

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Department of Procurement Services
<http://www.richmondgov.com/departments/procurement>

Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP A09086-1.

My signature warrants that I have not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and have not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Order from Address:

Remit to Address

Fed ID No.:

***Virginia License Number**

Signature:

Name (type/print):

Title:

Telephone:

() _____ **Fax No.:** () _____

EMAIL:

Date:

To receive consideration for award, this signature sheet should be return to the Department of Procurement Services as it shall be a part of your response.

* Please note that state law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia

STATEMENT OF NO OFFER

Offerors not submitting an offer for the commodity or service requested must fax this form to the Procurement Office at (804) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Procurement Official responsible for this solicitation **at least five (5) business days prior to the solicitation closing date.**

RFP#: _____ Service: _____

Decline to submit an offer on the RFP for the following reasons:

- ☐ Unable to meet statement of needs
- ☐ Requirements are unclear or restrictive (explain in remarks)
- ☐ Unable to meet required delivery or performance date
- ☐ Unable to meet insurance requirements
- ☐ Insufficient time to respond to the solicitation
- ☐ Do not offer requested commodity or service, please remove our name from the City of Richmond's bidder's list for this commodity or service only.
- ☐ Other (explain in remarks)

Remarks:

Contractor's failure to return completed form may result in the removal from the City of Richmond bidder's list for the commodity or service requested above.

Company Name: _____

Authorized Representative: _____

Signature: _____

Telephone: _____

Date: _____

PART I

STATEMENT OF NEEDS

1.0 Introduction.

1.1 Purpose.

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the procurement of professional engineering services from an experienced and professionally qualified Engineering Firm (Engineer) with substantial professional experience in the design and implementation of the capital improvement projects (CIP) Ammonia System and Zinc Orthophosphate System Upgrades for Richmond Water Treatment Plant (WTP).

The person having overall responsibility for the project management and coordination of disciplines must be a Professional Engineer registered and licensed by the Virginia Department of Professional and Occupational Regulation (DPOR) in accordance with requirements of the Code of Virginia. The Engineer shall provide all the engineering services with respect to the project that are set out in the RFP.

1.2 Background.

The City operates the Water Treatment Plant and Water Distribution System in compliance with the Virginia Department of Health Department of Drinking Water, Waterworks Operation Permit No. 4760100-A. The City of Richmond has over 63,000 water customers to include service contracts with the Counties of Henrico, Chesterfield and Hanover. In total, the City provides over 450,000 people with drinking water in the Richmond metropolitan region.

The Richmond Water Treatment Plant (WTP) combines ammonia with chlorine in the finished water to form chloramines, which is used as a secondary disinfectant in the distribution system. The system consists of two 6,565 gallon ammonia storage tanks that permit bulk truck deliveries of anhydrous ammonia and three direct-feed ammoniators that meter the gaseous (anhydrous) ammonia under pressure into the filtered water where it readily dissolves into solution. The three ammoniators, one for each Plant and a standby unit, are centralized in Plant No. 1 and each is rated at 1,000 lbs/day.

Currently, the Plant does not have flow-pacing or chlorine residual feedback control capabilities. The Plant staff must manually adjust the ammonia dose, as the water production rate and water quality change. A study entitled *Disinfection System Study* was completed by Greeley & Hansen in October 1999 that included an evaluation of changing the ammonia storage and feed system from gaseous (anhydrous) ammonia to liquid (aqua) ammonia. The study concluded that anhydrous ammonia system be converted to an aqua ammonia storage system. Associated facilities to be provided would include liquid spill containment for aqua ammonia leaks and liquid feed pump

systems for application of the aqua ammonia. The cost included tank installation, method for odor control, controls, electrical and contingencies for a complete project. The aqua ammonia system would include an ammonia containment system; ammonia feed pumps, piping and valves, control systems, and electrical work. This option is considerably less costly than if the current anhydrous ammonia system is maintained and supplemented by a gas containment and scrubber system. The new ammonia storage tanks will be located on the 2nd floor of the East head House of the Plant 2 in the area previously used for Powdered Activated Carbon storage.

Also, the EPA, Clean Air Act requires users of gaseous (anhydrous) ammonia to maintain a Risk Management Program (RMP) and OSHA requires a Process Safety Management Plan (PMP). The WTP would like to convert the system to liquid ammonia (aqua-ammonia) which will eliminate the hazards associated with transportation, storage and feeding of gaseous ammonia as well as the expense of maintaining an ammonia system Risk Management Program (RMP). It was also noted that the use of aqua ammonia would reduce operational and maintenance costs and improve finished water quality because the system would provide for better control of the ammonia feed system. The Preliminary Engineering report for ammonia system upgrade has been prepared by CH2M HILL and reviewed and approved by VDH.

Combined with Ammonia storage and feed system upgrade is the corrosion control project, the zinc orthophosphate (ZOP) storage and feed system upgrade. ZOP is used to aid corrosion control in the water distribution system. The Richmond WTP is required by the Virginia Department of health (VDH) in response to the EPA Lead and Copper rule to maintain a minimum of 1mg/L of phosphate in the finished water.

The purpose of the project is to upgrade the existing zinc orthophosphate (ZOP) storage and feed system to enhance operability and safety. The design must provide the following:

1. Storage and feed capability to treat current (132 mgd) and projected future (150 mgd) water demands
2. Improved safety
3. Improved system operation and controllability

ZOP is currently stored in six fiberglass storage tanks located on the 2nd floor of the chemical storage room in the Plant No.1 Head House. All tanks are 6-feet in diameter and approximately 16-feet tall. Discharge piping from the storage tanks is routed down to the basement of Plant 1 where two metering pumps are installed. The metering pumps do not have an installed back-up. The ZOP Feed System was installed before 1981, with the exception of the metering pumps, which were replaced in 2006. Two of the storage tanks are known to have been shipped on June 30, 1979, and therefore are over 25 years old. The other four tanks are expected to be even older. The existing tanks will need to be replaced by new tanks since they are physically unsuitable for the new location and the life expectancy of the fiberglass storage tank is generally in the 25-30 year range. In addition, the tanks will need to

be moved to a new location since the structural capacity of the storage room floor is inadequate for the tanks.

The existing zinc orthophosphate system is not flow paced causing variations in the corrosion inhibitor feed rate. This residual must be maintained within certain limits to comply with the water quality parameters of the Lead and Copper Rule. The current storage tanks have no containment in case of tank or pipe failure. This presents a safety hazard for personnel at the plant.

The zinc orthophosphate (ZOP) corrosion inhibitor preliminary design was performed by CH2M HILL and approved by VDH. The structural investigation results indicate that the existing ZOP tank location in Plant 1 may not be structurally adequate to support the loading with full tanks. Therefore, a new tank location is proposed in the existing alum storage tank area in Plant 1. The new ZOP storage tanks and pumps would be located within the old alum tank, providing pre-made containment for the ZOP system. New stairs, fire sprinklers, HVAC, and lighting will be required by building code in the ZOP area. Installation of corrosion inhibitor feed pumps (paced from flows to the aeration basins); and new feed piping to aeration basins.

Every construction project is unique, with its own technical challenges. The owner has limited staff available to deal with the complexities of the project that is envisioned or the variety of engineering and construction services that will be required in order to transform this general concept into reality. In the construction process, the professional engineer represents the owner's interests in dealings with contractors, suppliers, equipment manufacturers and others providing goods and services on the project. It is vital that the owner and engineer have a professional relationship characterized by trust, respect and effective communication. This type of relationship brings the owner and engineer together as a team, enabling them to define the project in detail and agree upon the design that will be required to systematically advance the project from concept to completion.

In general, the architect, engineer or land surveyor is engaged to represent the owner's interest and is, therefore, in a different relationship with the owner from that normally existing in a buyer-seller situation. For these reasons, the qualifications, competence, and availability of the architect, engineer or land surveyor firms are initially weighted more heavily and final rates negotiated later.

2.0 Requirements and Deliverables.

2.1 Scope of Work

The ENGINEER will provide such engineering services as directed and authorized by the City of Richmond Department of Public Utilities (CITY). The ENGINEER will provide all necessary services to develop and implement a design for Ammonia and Zinc orthophosphate (ZOP) system upgrade that meets regulatory requirements, system operation and maintenance requirements, public, security, and budget needs and that is

compatible with any proposed system growth. The services are for final design, bid and award phases and service during construction and project close-out and warranty.

Phase 1 – Final Design and Zoning Approvals

Phase 2 – Construction Documents & Procurement Assistance

Phase 3 – Services during Construction

Phase 3a – Contract Administration (optional)

Phase 4 – Project Close-out

Phase 5 - Warranty

The work will require, but not limited to, the following:

A. Compliance with City Permitting Requirements

1. Compliance with local code and zoning requirements.
2. Zoning requires that any modification to the building must be publicly acceptable.
3. Determine architectural style requirements for building modifications.
4. Assess impacts of construction (i.e., traffic, noise, emissions, dust, etc.) on neighborhood and submit an assessment statement.
5. Identify, plan and involve appropriate stakeholders in the planning, selection and subsequent design and approval of the system upgrade.
6. Develop schematic designs, architectural renderings, PowerPoint presentations, submit and present zoning applications, permits; attend public meetings and hearings; and compile all comments received and assist with acquiring public acceptance and approvals for storage tank and feeder system upgrade.
7. Meet with Building Inspection Office to obtain design review and current permit requirements.
8. Prepare a project Risk Assessment for unaccounted impacts to the project design, construction, schedule, and cost.
9. Prepare operation and maintenance manuals, as-builts and certificates of Completion.
10. Prepare Project Schedule and budgets.

B. Design Considerations:

1. The design should ensure that the storage tanks have a minimum useful life of 30 years.
2. The system upgrades should be designed to be installed with minimal operational impacts on the water treatment plant.
3. Location of an emergency equipment
4. The design should incorporate safety features to reduce the risk of leak or spill contaminate.
5. Provide site survey and identify physical site factors/constraints, such as ability to lay and support a foundation, including footing, soil and geotechnical support conditions.

6. Finalize project goals and criteria, including functional requirements (process and maintenance).
7. Identify length of time to switch the new system from the existing systems.
8. Identify construction sequencing requirements.
9. Operation and maintenance needs, including internal features (accessibility, drains, ventilation, freeze protection, corrosion protection, safety, ladders, roof support structure layout, openings, cleaning, internal inspections, etc.).
10. Develop instrumentation and controls to support new design including flow paced feed control, integration with current and planned Plant SCADA systems, process alarms and indicators to safe guard staff, equipment and optimize system operation.

C. Output Considerations:

1. Submit Site Conceptual Plan for storage tanks, feeder systems upgrades and on-site improvements.
2. Provide system analysis and profile, including chemical dosing conversion, reports, and verification for improvements.
3. Prepare an Operational Profile for the storage tanks and feeder systems upgrade.
4. Provide an Operations and Maintenance Manual for the Tank and feeder systems.
5. Review City procurement policies.
6. Obtain Virginia Department of Health, Office of Drinking Water construction approvals.
7. Meet all requirements for permit approvals for any City permit agency.
8. Obtain Urban Design Committee, Planning Commission and zoning approvals.
9. Provide a Tentative Schedule showing, milestones, critical path, major components and durations for the project construction (Work Breakdown Structure).
10. Provide completed construction documents and cost estimate.
11. Approve shop drawings.
12. Approve changes or modification to the design.
13. Provide project Risk Assessments.
14. Review time extensions requests.
15. Visit site weekly before each progress meeting and observe construction and then provide observation reports.
16. Provide SCADA program changes and system testing protocol.
17. Witness SCADA system testing and document system operates as intended. The chemical feed control system shall demonstrate its ability for to recover from abnormal or exceptional disruption resulting from equipment, distribution system, pressure of discharge or power failures and incorporate system malfunction features such as leak detection, overflows, valves not operating, etc.
18. Verify and document storage tanks and feeder systems upgrades in accordance to design and provide final signed documentation.
19. Provide as-built drawings in electronic format.
20. Serve as an expert witness.

21. Assist in claims management.
22. Perform structural safety inspections and provide a written report and acceptance.
23. Perform construction engineering inspections and provide written report and acceptance.
24. Provide final schematics and instructional operation and maintenance manuals.
25. Provide final draft format for any needed maintenance and inspection contracts.
26. Assist in project administration and claim reviews.

D. Issues to consider:

1. The treated water must have chemical (ammonia and zinc orthophosphate) dosing before leaving the aeration basin per VDH requirement.
2. VDH Reporting Requirements.
3. Other construction projects at the Water Plant.
4. Process outages for maintenance and repairs.
5. Removal of abandoned equipment, pipes, etc.
6. The Plant operates continuously and construction work must not impede the plant operation. A Notice of Operational Impact will be needed for all construction activity affecting plant operation.
7. Facility as-builts and drawings are limited.
8. Training required for staff at various shifts.

E. Standard Expectations:

1. The ENGINEER is hired to provide knowledge, skills and abilities to convert the City of Richmond, Dept. of Public Utilities' functional, spatial, and aesthetic requirements for a project into a complete set of documents for bidding and construction and then to ascertain whether the project is constructed in conformance with those documents. The basic services normally provided by the ENGINEER are described below, as being the responsibility of the ENGINEER.
2. The ENGINEER must restrict itself to the authorized scope of work. Deviations from the authorized scope might include incorporating embellishments, which increase the cost above programmed amounts for a project, or increase the building area or make major changes in construction criteria, including unauthorized areas in the project, selecting specific systems or equipment without economic or technical evaluation, or introducing special equipment. It is the ENGINEER's contractual responsibility to design a facility that can be constructed within the budget and which conforms with applicable codes and any technical criteria included or referenced.
3. During the development of the project and through approval of preliminaries, the ENGINEER may expect clarifications and refinements within the general scope of the project and shall make necessary adjustments accordingly. Generally,

approval of the preliminary design based on incorporation of review comments and accepted Value Engineering (VE) recommendations will establish the requirements for development of the working drawings and final design of the project. Incorporating VE recommendations justified on payback (which should have been evaluated during preliminary design preparation) and changes in functional layout to achieve greater efficiency or cost savings are considered within the scope of the Contract. Changes or modifications required to conform to Code requirements are also considered to be work within the scope of the Contract.

4. If changes in the scope of work are authorized, appropriate modifications to the ENGINEER task order or contract will be negotiated. The ENGINEER shall be thoroughly familiar with scope of services, submittal requirements, technical criteria and standards, standard procedures and standard forms required.
5. Public (City of Richmond) work and private sector work differ in many respects, and the ENGINEER must understand and take these differences into account as it carries out its basic services, particularly in preparing the construction contract documents. For example:
 - a. Since contractor's level of knowledge and experience is unknown, drawing and specification requirements must be clear and concise, and must clearly indicate the specific features or work to be provided. The ENGINEER cannot assume that the contractor will include features not specifically called for, and **shall not** leave essential items to be "worked out in the field" or "worked out on the shop drawings."
 - b. Sections, details, and dimensions must be provided in sufficient quantity, clarity and detail to enable the bidder to understand what is expected, to make takeoffs of material types and quantities, and once hired, to prepare shop drawings and execute the construction. This is particularly important in drawings and specifications related to stairs, electrical systems, control systems, special connections for framing, typical details of system interfaces, flashings for roof and walls, and similar building features, but this is not all encompassing and other features may need to be addressed in a similar manner.
 - c. Project design is the responsibility of the ENGINEER. Specifications that require the contractor to provide engineering design are not acceptable unless the product specified for contractor design is a closed engineered system. Closed-engineered systems include: pre-engineered buildings, manufactured mechanical equipment, prefabricated trusses, pre-cast/pre-stressed concrete elements and common steel structural bolted connections. Other systems can be defined as closed engineered if approved by the City of Richmond, Dept. of Public Utilities Technical Services Administrator.
 - d. In order to encourage competition that maximizes the use of public funds, performance specifications defining a desired result or assembly, or referencing recognized standards that define a desired result or assembly,

are strongly preferred. If performance specifications are not practical, and a manufactured product must be used to define a desired result or assembly, then three manufacturers with their products or model numbers shall be referenced. The ENGINEER should not reference both manufactured products and performance criteria because conflicts in the performance may create unnecessary conflicts. Sole source, only practical source and proprietary specifications are not allowed without prior authorization by the Department of Procurement Services.

6. The City has a direct interest in the manner in which the work is conducted and its results. The consulting firm shall not at any time during the course of or after the conclusion of the work withhold any pertinent information from the City. The Engineer shall use due professional care to verify facts utilized in its reports, which are derived or obtained in the conduct of the work.
7. The City will work with the ENGINEER and will meet periodically to resolve questions or problems pertaining to the work. The City will provide general oversight and coordination activities.
8. The scope of each authorized report, special consultation, study, investigation, design, plan, bid/award assistance, work or service shall be confirmed in writing and approved by the City before proceeding with the work. For any authorized project the services may include any combination of the following:
 - a. Studies, Investigations and Reports - The Engineer shall conduct preliminary studies, tests and investigations in order to prepare reports and special designs as related to the modification of existing facilities, redesigns, alternate designs, and other miscellaneous engineering work as directed and authorized by the City.
 - b. Special Consultation - The Engineer will provide such engineering and planning services as required for the preparation and submission of applications to Local, State and Federal agencies for permits, financial assistance, public meetings, environmental assessment statements, right-of-way and easement acquisition, O & M manuals, training, special data for planning agency review, and assistance with Public Hearings.
 - c. Field Surveying - The Engineer shall accomplish such measurements of existing underground distribution facilities, gate station facilities, site plans, field surveying, reducing, checking and plotting of field data as is necessary to complete the design of any authorized Project. Horizontal and vertical locations of underground structures and utilities shall be based on existing maps, records, and utility locating procedures. Appurtenances such as manholes and structures appearing on the surface shall be tied into the control survey. Both formal and informal delineation of wetlands boundaries may be required of the Engineer.
 - d. Sub-surface Investigations- The Engineer shall perform or supervise and direct exploratory excavations, borings, or soundings to determine the nature

of the subsoil and to determine the location and character of underground foundations, structures and utilities.

- e. Final Design (Working Drawing Phase) - After written authorization to precede with the final design the Engineer shall prepare complete detailed construction drawings and specifications for the Project and furnish the City ten complete sets of specifications and drawings. Additional sets shall be furnished at the cost of reproduction. Drawings and specifications shall also be provided in electronic format consisting of AutoCAD drawing files and Word and Excel document files.
- f. Bid Phase – When requested, assist the City in evaluating bids, evaluating contractor qualifications and references, obtaining permits, and preparing contract documents for the construction of the project. The ENGINEER shall assist with evaluating received bids, assist in drafting any addendum, investigate any responsive bid submitted that is significantly higher than the pre-bid final construction cost estimate, and provide recommendations for project design changes to meet project budget constraints when necessary.
- g. Construction Administration- After written authorization to proceed with the construction phase, the Engineer shall:
 - 1) Ensure the work is proceeding in accordance with the schedule and Contract Documents and within budget and schedule constraints; keep the City informed of the progress of the work; guard the City against defects and deficiencies in the work of Contractors; and disapprove work failing to conform to the Contract Documents.
 - 2) Check and approve the following for conformance with the specifications and design concept of the Project and for compliance with the information given by the Contract Documents:
 - samples
 - catalog data
 - schedules
 - shop drawings
 - system instrumentation and control programming
 - proposed Equals
 - requests for proposals and information
 - change orders
 - laboratory, shop and mill test of materials and equipment
 - other data which the Contractor is required to submit
 - 4) Prepare electronic operating procedures manual and assemble written guarantee and equipment O&M literature as required by the Contract Documents or City personnel.
 - 5) Consult and advise the City, act as the City's representative at the Project site; issue all instructions of the City to the Contractor (through the construction manager when applicable), determine validity of change order requests and prepare justification statements, business cases, cost comparisons/analysis for discrepancies and cost estimates for legitimate change orders.

- 6) Check Contractor's request for payment, verify for accuracy and compliance with contract payment requirements, and make recommendations to the City as to payments.
- 7) Conduct, in company with the City, any major equipment testing, weekly inspections, any project testing and start-ups, witness manufacturer tests and a final inspection of the Project for compliance with the Contract Documents, provide written documentation of inspection results and make recommendations to the City as to final payment to the Contractor.
- 8) Make the Project Engineer available to the contractor and the City for consultation and advice on project specifics and progress of the job.
- 9) Attend all construction progress meetings to clarify contract and drawing requirements or intentions. Prepare all factory and site testing and start-up methodology and protocols necessary to ensure facility operating and functioning in accordance with construction specification and contract drawing.
- 10) Provide periodic inspections of the project with more frequent site visits during strategic construction times of the contract, including, but not limited to factory tests, start-ups, and inspections.

***NOTE:** The City reserves the right to utilize a third party construction manager (CM), or perform construction management with city staff, on any project. The City also reserves the right to utilize third party services to conduct value engineering and constructability reviews of designs provided pursuant to the contract(s) resulting from this solicitation.*

- h. Resident Project Services- After written authorization from the City, the Engineer shall provide one or more full-time resident field engineers and/or inspectors for continuous on-site observation of the construction work. The Engineer shall furnish one set of reproducible drawings and an electronic drawing revised to reflect as-built condition.
- i. System Modeling- The Engineer will be responsible for assisting the City in creating, modifying, maintaining, and operating the existing hydraulic system model or latest hydraulic modeling software utilized by the City of Richmond, Dept. of Public Utilities. It will be the Engineer's responsibility to become familiar with the system and the capabilities of the hydraulic program at no cost to the City. If the Engineer is required to obtain software for which the Engineer is not already licensed, the cost will be negotiated and if approved included in the Project Task Order fee. Software licenses paid for under this contract will become the property of the City and turned over to the City upon request or termination of the contract. The City's Department of Information Technology should be consulted when contemplating purchasing software licenses for which reimbursement by the City will be requested.
- j. Additional Services- After written authorization the Engineer shall furnish additional services requested by the City such as property surveys, soil and concrete testing, system tests, design revisions; shall

prepare special presentation documents, documents for alternate bids, documents for supplemental work initiated after commencement of construction; and shall provide aid in starting and initial operation of the Project, court testimony or other such services as may be requested.

- k. Field Presence – Provide field engineers and/or inspectors for on-site observation of the construction works as determined by the City or Construction Manager.
 - l. Record Drawings - Upon receipt of mark-up drawings from the Construction Manager, furnish one set of reproducible drawings and one electronic copy of the drawings revised to record as-built conditions as reported by construction contractor.
9. All documents shall be provided in electronic format at the end of each task as specified by the City.

F. Basic Services:

“Basic services” means the application of professional engineering knowledge, skills, experience and expertise to translate the City’s spatial, functional and adjacency requirements into a facility design described by Plans and Specifications for construction that comply with applicable building codes, regulations and requirements, are consistent with the City’s project definition and satisfy the City’s budget constraints. After award of a construction contract, construction administration “Basic services” involve making such reviews, evaluations, inspections, observations, and recommendation as appropriate to assist the City in obtaining a constructed facility conforming to the Engineer’s Plans and Specifications. “Basic services” are usually separated into sequential phases for the purpose of task identification and payment.

The Engineer shall document in writing summaries of all meetings, direction, guidance, clarifications, site visit observations, field orders and such and provide copies of the documentation to the Owner/City and to other participants or attendees as appropriate.

The following generally describes services to be provided during each phase of the project, unless specifically waived:

G. General Project Services:

- 1. Provide all Professional Engineering Services including the necessary documents, conferences, meetings, presentations and presentation materials required by the City.
- 2. Provide services in compliance with City policies and procedures and provide reports demonstrating compliance on a monthly basis and when requested. Monthly reports shall include subconsultants/subcontractors’ report including MBE status report for each project.
- 3. Written Monthly Status Reports - Based on the work plan submitted with the proposals, monthly status reports shall be submitted to the City. The reports shall consist of two parts:

- a. General narrative briefly describing scope of work and progress to date and outlining reasons for any discrepancies between the task plan schedule and progress to date. This narrative should also contain a statement indicating the status of the work in relation to time in working days ahead, behind, or on schedule.
 - b. Status sheets indicating actual hours logged by individuals, by task, direct costs, and other costs, showing percentage of each in relation to proposal costs billed and project schedule complete. Seven copies of the status report should be in the hands of the City by the tenth working day of the month.
4. Monthly Informal Briefing - Each month the consulting firm shall meet with the City to report any preliminary opinions or conclusions. The members of the City will be permitted to respond to these preliminary findings.
5. Interim Recommendations - If during the course of the work the consultant, in consultation with the City considers it appropriate to issue recommendations for the adoption or implementation of any action, plan, or activity (studies, reports, investigations, etc.) in order to enhance system safety, it shall issue a proposal on such recommendation.
6. Attend Capital Improvements Projects meetings and provide written status summary reports on a monthly basis.
7. The ENGINEER shall be responsible for establishing, providing and organizing project management information and control systems to provide monthly updates on active tasks to include, but not be limited to the following topics (when utilized, a contracted construction manager may assume some of these reporting functions):
 - a. Schedule Maintenance Reports & Analysis: Prepare and distribute Schedule Reports during the Design and Construction Phases. The Reports shall compare the projected completion dates to scheduled completion dates of each separate Contract and to the Master Schedule for the Project.
 - b. Project Cost Reports & Analysis: Prepare and distribute Project Cost Reports during the Design and Construction Phases. The Reports shall compare actual project costs to the Project and Construction Budget.
 - c. Project and Construction Budget Revisions & Analysis: Make recommendations to the City concerning changes that may result in revisions to the Project and Construction Budget.
 - d. Cash Flow Reports & Analysis: Periodically prepare and distribute Cash Flow Reports during the Design and Construction Phases. The Reports shall compare actual cash flow to planned cash flow.
 - e. Progress Payment Reports: Prepare and distribute the Progress Payment Reports. The Reports shall state the total Contract Price, payment to date, current payment requested, retainage, and amounts owed for the period. A portion of this Report shall be a recommendation of payment that shall be signed by the ENGINEER and delivered to the City for use by the City in making payments to a Contractor for a specific project.
 - f. Subcontractor and MBE Reports: Project status report as required by MBE Participation Plan.

- g. Inventory/Assets Report: Periodically during the Construction Phase and at the completion of the move-in phase prepare and distribute Inventory/Assets Status Reports. The Reports shall list all assets and associated values. The report shall be in a format acceptable to the City Finance Department.
- 8. Develop and implement Quality Assurance Program and ensure compliance to the Capital Improvements Projects.
- 9. Assure that the City/State/Federal standards and policies including but not limited to permitting standards, and design and construction guidelines and policies are fully complied with.
- 10. Ensure that Partnering is introduced and when undertaken is maintained in execution of the work with all parties. The Department of Procurement Services should be included in any Partnering programs.
- 11. Assist the City and provide project analysis and recommendations to establish annual Capital Budgets for review and approvals by the City.
- 12. Monitor and review risk avoidance and claims prevention programs.
- 13. Establish safety programs and safety criteria for all projects within the program.
- 14. Provide all other services requested related to the unified management of the Capital Improvements Projects.

H. Project Initiation, including Schematic Phase:

After written authorization to proceed, the ENGINEER shall:

- 1. Consult with the City to define, clarify and refine the City's requirements for the Project; review available data; confirm the scope of the project and the services required from the ENGINEER; review the "design to" cost; establish the quality of materials, aesthetics desired and other factors pertinent to the project. Some or all of this information should be contained in the Capital Improvement Outlay Budget. The City should include the user of the facility and the staff responsible for the maintenance of the facility in the project discussions and development of the project criteria and in the review of the ENGINEER's schemes for satisfying the project criteria.
- 2. Identify and analyze requirements of governmental, municipal, and local authorities and private agencies having jurisdictions to approve the design of the project and participate in consultations with such authorities.
- 3. The ENGINEER shall not rely totally on information contained in any "as-built" documents. As part of the required services, it is the ENGINEER's responsibility to verify, by on-site observations of applicable existing buildings, the configurations, locations, dimensions, sizes and conditions accessible for verification. Certain assumptions are made regarding existing conditions in the replacement, remodeling or rehabilitation of an existing building or equipment. Some of these assumptions may not be verifiable without additional exploration or investigation of the right-of-way or building or site or equipment. To minimize the risk during construction of uncovering conditions that are not shown on the documents and delaying project progress, the City will consider and evaluate the advice of the ENGINEER to conduct additional investigation, verifications or checks to verify assumptions. The results of such investigations

shall be documented in electronic format and an electronic file copy given to the City for their files and future use.

4. Analyze the City's spatial and functional requirements, its required and preferred space adjacencies, its planning surveys, its equipment conditions and maintenance records, its site evaluations and its comparative studies of prospective sites; provide alternative schemes or solutions for review, approval and/or selection by the City.
5. Prior to preparing the Schematic Submittal, submit floor plan and elevation schemes to the City and describe how the schemes relate to the space, function, and adjacency requirements in the project criteria.
6. Provide a general analysis of City's requirements applicable to various alternatives.
7. Prepare a budget systems cost estimate for the building systems and equipment and appurtenances proposed.
8. Prepare and submit Schematic material for this phase. The purpose of the schematic submittal is to further develop data, detail and scope including schematic plans, as well as verify the data and program contained in the Capital Improvements Budget. The project scope established by the schematic design, as agreed to be the City and the ENGINEER, shall become a part of the ENGINEER Contract as further definition of the scope described in the Capital Improvement Project data.
9. The Schematic submittal shall include a current copy of the Project Scope Profile, an updated copy of the Project Scope Profile documenting changes, or a listing of the Assignable Rooms and Spaces, which was used as the basis for development of the Schematic Design. A schematic review meeting with the City of Richmond, Dept. of Public Utilities Technical Services Administrator to assist in verifying the design and program approach, the systems proposed for the project, and/or to resolve issues raised by review of the Schematic submittal.
10. Prepare presentations for the Urban Design Committee (UDC), Planning Commission, Commonwealth of Virginia Department of Environmental Quality (DEQ), any other civic or regulatory organizations for new construction and for exterior and interior renovations, remodeling, alterations and/or rehabilitations of existing buildings; make presentations as necessary to obtain recommendations for approvals.
11. Prepare materials for submittal to the appropriate approval authority for new construction, new installations, renovations, improvements, upgrades, additions, deletions, remodeling, alterations and/or rehabilitations of existing buildings, systems, treatment units, or any modifications performed; make presentations and submittals as necessary to obtain recommendations for approvals.
12. Prepare data and pictures of buildings proposed for demolition and assist City in obtaining approval recommendations from UDC and Planning Commission.
13. Prepare and distribute minutes of the project meetings, electronic or telephonic discussions summarizing discussions, agreements and direction given or received.

I. Planning/Studies/Investigations Phase:

After written authorization to proceed, the ENGINEER shall:

1. In consultation with the City and based on the acceptable study and/or submittal documents and review comments, determine the scope, extent and character of the project.
2. Verify City developed project programs, scope and budget estimates and prepare written design parameters, functional criteria, scopes and budget estimates for projects where these activities are not yet completed or defined, and prepare project development budget estimates. Project shall include operational parameters, and profiles and constraints, procurement schedules for procurement of design and construction services as well as scheduling procurement of separate City contracts for City furnished items and long lead fabrication items. Necessity and cost recommendations for special studies that may be required for a project shall be identified by in the task budget estimates and schedules.
3. Advise the City if additional data or services are necessary and assist City in obtaining such services.
4. Conduct & manage geotechnical investigations, surveying, drainage study, system modeling, hydraulic analysis, chemical studies, operational performance test, traffic study and environmental assessments for projects.
5. Provide to the City the following:
 - a. Miscellaneous surveying consisting of property research and field surveys, plat preparation, project/program control verification, preparation of complete database for miscellaneous intersections and other minor projects, support for environmental studies and actions, and minor construction staking and construction verification.
 - b. Structural reviews - Independent reviews of bridge and major retaining wall designs to verify accuracy and integrity of the design, cost-effectiveness of the design, and conformity to current City, State and AASHTO design and construction practices.
 - c. Environmental/historical/cultural research including identification and development of a support program for City environmental/historical/cultural efforts such as local and regional Air Quality compliance, and assistance with TEA-21 compliance, assistance with CAR requirements, and other associated programs, as well as assistance with specific project activities.
 - d. Traffic studies.
 - e. Drainage studies.
6. Prepare and distribute minutes of project meetings, electronic or telephonic discussions summarizing discussions, agreements and direction given or received.

J. Final Design and Working Drawings (Construction Documents) Phase:

After written authorization to proceed, the ENGINEER shall:

1. On the basis of the accepted Preliminary Design documents, the accepted Value Engineering recommendations, and the review comments as finally resolved,

prepare Final Drawings (hereafter called "Plans") to be included in the Contract Documents showing the complete scope, extent and character of the work to be furnished and performed by Contractor(s). Also, prepare Specifications for inclusion in the Contract Documents that conform to seventeen-division format of the Construction Specifications Institute. Specify all finishes and provide color selections of all materials and finishes included in the construction contract.

2. Provide technical criteria, written descriptions and design data for the City's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project; assist the City in consultations with appropriate authorities.
3. Advise the City of potential cost overruns, the necessity for unit pricing of any work, the necessity for additive bid items, and assist in preparing and documenting any requests or submittals required.
4. Prepare soil and erosion control plans and storm water management plans for the City to submit to appropriate agencies for approval.
5. Prepare/update a detailed systems cost estimate with back-up data and submit with working drawing submittal.
6. Provide recommendations on number of days estimated for substantial completion of construction of the project.
7. Prepare and submit completed Plans and Specifications to be reproduced so that they incorporate resolution and/or correction of all problems raised during 100% complete final review; submit a written response to all review comments prior to printing the documents for bidding the project. Do not rely on the Bid Addendum method to resolve problems or make corrections required by the 100% complete final review.
8. Assist the City in evaluating contractor and/or subcontractor prequalification data if contractors are prequalified for the project.
9. Prepare and distribute minutes of project meetings, electronic or telephonic discussions summarizing discussions, agreements and direction given or received.

K. Bidding Phase:

After written authorization to proceed, the ENGINEER shall:

1. Attend pre-qualification and pre-bid conferences.
2. Assist with drafting addenda, as appropriate, to interpret, clarify or define the requirements of the Qualification and Bid Documents. Show Project Code and Title on each addendum. Each Addendum shall bear the ENGINEER seal, signature and date.
3. If requested, assist the City in evaluating vendor qualifications and performing reference checks.
4. Consult with and advise City as to the acceptability of subcontractors, suppliers, other persons or organizations proposed by the low bidder when such acceptability is required by the Bid Documents.
5. When the lowest responsive and responsible bid exceeds the budgeted project cost, the ENGINEER shall assist the City in providing justification and business case analysis to the Financial Division or in negotiating with lowest bidder, if

applicable, and/or recommending modifications to the plans and specifications, as appropriate, and assist the City in reissuing the IFB. If the City is allowed to negotiate with the low bidder to obtain a price acceptable for award of a contract, the ENGINEER shall also prepare the modifications to the drawings, details and specifications to document the changes made.

6. Consult with City on the acceptability of any substitute materials and equipment proposed by Low Bidder when the City is authorized to negotiate with the Low Bidder. The acceptability of a substitute material, equipment or work must be documented.

L. Construction Phase Services Required to be Performed by the ENGINEER
(Submittal Review and Construction Administration Services):

After written authorization to proceed, the ENGINEER shall:

1. Consultations: ENGINEER shall consult with and advise the City on all technical matters in dealing with the Contractor on all such matters. The City's instructions to Contractor(s) will be issued through the Construction Manager and through City of Richmond, Procurement Office.
2. Interpretations and Clarifications: The ENGINEER shall issue all necessary interpretations and clarifications of the Contract Document and in connection therewith prepare any necessary responses to Field Orders and Change Orders.
3. Field and Change Orders: Responses to Field Orders and Change Orders, the following shall apply:
 - a. Any matters of a technical nature, which affects the integrity of the exterior architectural, structural, health or fire safety systems or which affect the integrity or operation of the mechanical, plumbing, or electrical systems shall be validated by ENGINEER before a Field Order or Change Order is issued.
 - b. Field Orders on non-technical matters such as landscaping, finishes, colors, and similar items which do not affect the exterior architectural appearance or the structural, health, fire safety, mechanical or electrical system integrity may be handled by City staff or by a licensed professional of the separate contractor (Construction Manager) engaged to provide such services.
 - c. All changes to the Contract between the City and Contractor shall be only by change orders executed by the City. The Contractor shall submit to the Construction Manager for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed change order work. The ENGINEER shall review the Contractor's proposal, shall discuss the proposed change order with the Construction Manager, the City, and the Contractor, and endeavor to determine the Contractor's basis for the work, the type of work, the price and time proposed to perform the Work.
4. Shop Drawings: The ENGINEER shall review and approve (with or without conditions), reject or take other appropriate action on Shop Drawings and other submittals required of the Contractor. The ENGINEER shall review for conformance with the Project design concept and compliance with the information given in the Contract Documents. Such reviews and approvals shall

not extend to means, methods, techniques, sequences or construction procedures or safety precautions and programs incident thereto.

5. Equals: The ENGINEER shall evaluate and determine the acceptability of any equal materials or equipment proposed by Contractor.
6. Structural and Special Inspections: The ENGINEER shall provide the services relating to proper installation of structural systems on the project, including the review of applicable inspection test reports by the City's Testing and Inspection entity.
7. Meetings: Attend a pre-construction meeting prior to construction startup and mobilization, and construction progress meetings and pre-installation meetings required by the construction documents and by the City during construction. Attend periodic progress meetings (bi-weekly or as needed) and site observation visits.
8. Payment Requests: On a monthly basis, the ENGINEER shall review the Contractor's construction progress and evaluate the percentage completion of each construction activity as indicated in the Contractor's construction schedule. The ENGINEER and Construction Manager should meet and agree on the completion level of each activity. This evaluation shall serve as input to the monthly payment request and periodic schedule report that shall be prepared and distributed to the City by the Construction Manager. The Report will indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The ENGINEER will be required to sign the Contractors monthly payment requests.
9. When applicable, provide data on and assist in record keeping and documentation associated with Davis-Bacon Act wage rate requirements and monitoring.
10. Disputes between City and Contractor: The ENGINEER shall act as an interpreter of the technical requirements of the contract documents and judge of the acceptability of the work there under and shall make recommendations to the City on all Contractor claims relating to the acceptability of the work or the interpretation of the technical requirements of the contract documents pertaining to the execution and progress of the work. All contract disputes are to be reported to the appropriate Procurement Officer. Final interpretation of the contract documents rests with the City.

M. Construction Visits, Inspection and Closeout Services to be Performed by the ENGINEER or by the City Project Management and Inspection Entity:

The following construction period services described and in the General Conditions of the Construction Contract, shall also be provided by the ENGINEER as part of its Basic Services unless specifically deleted in the ENGINEER Contract and delegated by the City to its staff or a third party Construction Management contractor. - After written authorization to proceed, the ENGINEER shall:

1. Visits to Site and Observation of Construction. An ENGINEER representative who is knowledgeable of the project and competent in each discipline, which has

trade activities and stages of construction being performed, shall visit the site at intervals to observe as the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine whether such work is proceeding in accordance with the Contract Documents and shall keep the City informed of the general progress of the work in relation to the overall schedule. Document in writing.

2. Inspections of Work in progress by the ENGINEER. During his periodic weekly visits to the Site to observe the work in progress, the ENGINEER (accompanied by the Project Inspector) shall, as a minimum, spot check the work installed and the work in progress to determine compliance with the requirements of the Contract Documents, applicable building codes and accepted installation/workmanship standards listed therein (e.g. clearances and lap lengths for reinforcing bars per ACI; duct construction and installation conforming to SMACNA; pipe support terminals conforming to Code; wiring installation, anchorage and terminations to NEC; etc.). Defective and noncompliant work shall be noted in the ENGINEER's inspection report and pointed out to the Project Inspector. The ENGINEER shall identify for the project inspector any specific checks or inspections to be made. The results of these inspections shall be made a part of the Project Inspector's Daily Report. Document in writing.
3. Supplemental Inspections and Tests. For Work not in compliance with the Contract Documents, the ENGINEER shall, with the City's approval, require additional or supplemental inspection or testing. The ENGINEER shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents and shall determine whether their content complies with the requirements of each. The ENGINEER shall also determine whether the results certified indicate compliance with the Contract Documents. Document in writing.
4. Defective Work. During its weekly site visits and based on its observation during such visits, the ENGINEER may recommend disapproval or rejection of Contractor(s)'s work, or any portion thereof, while the work is in progress if ENGINEER believes that such work does not conform to the Contract Documents, including the approved shop drawings or other submittals. The ENGINEER may also recommend that the City reject any work, which it believes will not result in a completed Project that conforms generally to the Contract Documents or that it believes will prejudice the integrity of the design as reflected in the Contract Documents. Document in writing.
5. Contractor Applications for Payment. Based on the ENGINEER's on-site observation, information provided by the Project Inspector and review of applications for payment and the accompanying data and schedules, the ENGINEER shall confirm the amounts due to Contractor(s) and recommend in writing payments to the Contractor(s). Such recommendations will constitute a representation to City, based in such observations and review, that the work has progressed to the point indicated and that to the best of the ENGINEER's present knowledge, information and belief, the quality of work is generally in accordance with the Contract Documents (subject to an evaluation of such work

as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents and any other qualifications stated in the payment request). In the case of unit price work, the ENGINEER's recommendations for payment will include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Contract Documents and approved by City of Richmond Procurement Office.

6. Substantial Completion Inspection. Prior to scheduling a substantial completion inspection, the ENGINEER shall verify that the project is, in fact, ready for such an inspection and advise the City and Construction Manager in writing of the same. At a minimum, the ENGINEER's licensed professional engineer, civil engineer, architect, mechanical engineer, chemical engineer, controls software engineer, and electrical engineer shall be present at the substantial completion inspection unless absent on an express written waiver by the City.
7. Final Completion Inspection. The ENGINEER shall attend all final inspections to determine if the completed work is acceptable. If the Final Completion Inspection is successful, the ENGINEER may recommend, in writing, final payment to Construction Manager and give written notice to the City and Construction Manager that the work is acceptable. The ENGINEER may, however, accept some portions of the Work and reject others or may accept some or all of the Work subject to certain conditions. Written notices shall be provided to the City, City Project Inspector and Construction Manager of the results of such inspections.
8. Contractor's Completion Documents. The ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, start-ups, tests and approvals, which are to be assembled by Contractor(s) in accordance with the Contract Documents, and shall transmit them to the City with written comments. The ENGINEER shall receive the "as-built" drawings mark-ups required from the Contractor and transfer data to and prepare Record Drawings. Final Record Drawings shall be submitted to the City in the format and quantities specified for each project. The City will require both electronic AutoCad files and hard copy drawings (including full size and half size paper and mylar drawings).
9. Other: The ENGINEER shall perform all duties described in or reasonably implied by the RFP, the Construction Contract, including the Plans and Specifications and the General Conditions of the Construction Contract.

N. City Furnished Items:

The Owner, hereafter called the City, shall be responsible for providing the following information / data to the ENGINEER, if required for the planning and design of the project. The information so furnished shall not relieve the ENGINEER of the responsibility for evaluating the information provided and for notifying the City of any additional surveys, investigations, tests, or other information required for the ENGINEER to perform its services. If the City does not have this information, the City shall procure the information in accordance

with published procurement procedures. Or, as an alternative, the City may request that the ENGINEER obtain such information as an additional service and include compensation for this in the fee negotiations. The City shall:

1. Set a schedule for the design and construction of the project. The schedule shall allow reasonable times for review of the various phases by review agencies such as the Operations Division, Maintenance Division, Security and Safety Officers, the Virginia Department of Health, Buildings and Grounds Personnel, Architectural Review Boards, Planning Committees, Neighborhood Associations, approving agencies, departments, divisions or regulatory entities. The schedule shall be developed in conjunction with the ENGINEER but shall be based on the date the City has determined that the project needs to be placed under contract for construction. The schedule is considered an integral part of the project scope and shall be monitored for adherence. The City agrees to make every reasonable effort to assist the ENGINEER with complying with the schedule.
2. Provide the ENGINEER with a survey of the site in the form of topographic maps or plats locating relevant existing buildings to scale and, where necessary, showing benchmarks, grades, lines of streets, pavements, property lines, rights-of-way, restrictions, easements, or other improvements; or, at its option, the City may authorize the ENGINEER to accomplish such services.
3. Provide utility maps showing the location, size and elevation of all existing public utilities which might interfere with the project or to which the project might be connected; or, at its option, the City may authorize the ENGINEER to accomplish such services.
4. Provide location and dimension of existing buildings. Where the interior arrangement, construction, or floor level of an existing building affects the plans for the project, the City shall furnish the ENGINEER with the necessary information as to interior arrangement, including reasonably accurate record drawings (if available), construction systems information and floor levels; or, at its option, the City may authorize the ENGINEER to accomplish such services.
5. Provide a list of all-existing equipment, furniture, furnishings, apparatus, etc. to be used on the project, including all necessary characteristics required to coordinate the equipment in the project.
6. If the ENGINEER determines tin roof scans, structural, chemical, mechanical, asbestos, lead based paint, or geotechnical investigations including borings or load tests for soil bearing capacity, are necessary, the ENGINEER shall inform the City of such requirements and the City shall secure such information. The ENGINEER shall provide guidance and criteria to assist the City in obtaining these services or the City may request that these services be subcontracted by the ENGINEER.

Any geotechnical investigation shall include testing, analysis of test results and design recommendations based on preliminary design parameters furnished by the ENGINEER (e.g. type of construction, estimated column loads, estimated wall footing loads, proposed floor elevations relative to

existing grades, etc.). The cost of the testing, analysis and design recommendations shall be borne by the City. Preparing a scope of work and the preliminary design parameters to assist the City in securing the geotechnical services shall be part of the ENGINEER's Basic Services.

7. Provide all legal advice relating to the design and construction phases of the project. This does not include legal services to or on behalf of the ENGINEER relating to its services and obligations.
8. The City may obtain the services of a professional construction cost estimator when an independent detailed quantitative cost estimate is required by the planning and Budget office to validate other cost estimates or funding requests. This does not relieve the ENGINEER of responsibility for providing the cost estimate required by the ENGINEER Contract.
9. Determine any specific development requirements of political subdivisions appropriate and consistent with city policy, opinions of the mayor, and existing statutes. (All requests and/or requirements of a political subdivision, preferably over the signature of its director, shall be included in the schematic design so that any questions might be reconciled very early in the planning process.)
10. Pay the invoice cost of all sets of Plans and Specifications for the initial schematic, preliminary and working drawing submittals. Where the City determines that the submittals made by the ENGINEER were deficient, the ENGINEER may be required to reimburse the City for the cost of any resubmittals required for additional review.
11. Compensate the ENGINEER for the additional services in the preparation or presentation of any submittals to secure approvals for environmental or other applicable special requirements such as air and noise pollution provisions of state and federal agencies or preparation of environmental impact statements. These additional services are apart from those normally required by the Building Committee, Urban Design Committee, Commission of Architectural Review, City Codes, Fire Marshall, Virginia Department of Health, state Department of Environmental Quality, state Division of Soil and Water Conservation, and state Department of Historic Resources.
12. Compensate the ENGINEER in accordance with the contract. The values of the various phases or parts of the contract shall be set out in the Contract and/or Project Task Order. The Project Task Order shall also establish whether partial or progress payments are to be made during any phases or part of the project.
13. Procedures for the ENGINEER's submission of invoices for services, for payments by the City to the ENGINEER and for payments by the ENGINEER to its consultants, subcontractors, and suppliers are set forth below. Should the amount of invoices exceed the amount of fees earned in the opinion of the City, the City shall approve payment for that portion of the fee / invoice earned and the City shall notify the ENGINEER in writing of the amount not approved and the reason therefore.
14. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other

data relative to design and/or construction of the Project or the City may authorize the ENGINEER to assemble such data.

15. Assist in providing access to and make provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under the Agreement.
16. Furnish inspection and testing of samples or materials; or, at its option, the City may authorize the ENGINEER to accomplish such services.
17. Furnish as-built drawings, field measurements, electrical data, pump curves, right-of-way plats and descriptions as required, etc., or, at its option, the City may authorize the ENGINEER to accomplish such services.
18. Furnish Department required standards as applicable, or at its option, the City may authorize the ENGINEER to accomplish such services. The City does not have the right to override the requirements of the Budget, or the applicable codes and standards. Requests to deviate from or modify these requirements must be made in writing with appropriate justification to the City. The Engineer must receive written approval to make any such modification.
19. Designate in writing a person to act as Owner's representative, with respect to work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

O. Submission of Task Order Fees and Invoices:

The City and the ENGINEER shall note the project identifier on all documents, correspondence, memoranda, invoices, submittals and other related material. The ENGINEER shall require that the project identifier as shown on all submittals, correspondence, and other documents generated by contractors, subcontractors, suppliers, consultants, testing entities or others associated with the project. If a project is not subdivided into sub-projects, use the project code on the Task Order. Otherwise, use the applicable subproject code.

1. Phases of Work – The fee shall be proportioned for each authorized phase or facet of the work and shown in the Task Order and on the invoice. A Task Order may include only one specific phase, multiple phases, a specific project, or specific time period. The proportioning of the fee should account for and show the negotiated amount for the phases or facets of the work:
 - a. Predesign services (Additional Services such as studies and similar activities)
 - b. Report(s) Stage/Phase
 - c. Technical Memorandum Stage/Phase
2. Design Phase Services
 - a. Schematic Phase - This stage is complete when outstanding issues are resolved, the schematics are approved, and the ENGINEER is authorized to prepare Preliminaries.
 - b. Preliminary Phase – This phase is complete when outstanding issues are resolved, the preliminaries are approved as evidenced by completion of

the conditions shown in DEQ review of the Preliminary Engineering Report and written approval from the Department, and the ENGINEER is authorized to prepare Working Drawings.

- c. Specifications and Working Drawing Phase (Construction Documents Phase) – This phase is complete when outstanding issues are resolved, all changes have been made to the documents so that they are ready for bidding, and the working drawings and specifications are written approved by the Department.
3. Bidding Phase Services – The fee amount is due upon award of the construction contract or rejection of the bids or as otherwise agreed to between the City and ENGINEER (unless the ENGINEER is obligated to redesign at no additional fee). Reimbursement for reproduction expenses for bidding documents would be payable.
4. Construction Phase Services – This amount is prorated over the total construction period including the 30 days allowed for punch list corrections and billed monthly during the construction phase as construction progresses.
 - a. Shop drawing/submittal reviews and admin
 - b. Site visits, inspections and admin
5. Project Closeout – This shall be a minimum of 5% of the remaining Construction Services fee. It shall be payable when the ENGINEER's services for the project are fully completed and "Record" drawings, Operation and Maintenance Manuals, and specifications are delivered to the Department.
 - a. Maintenance and Operation Manuals
 - b. Record Drawings
6. Budgeted Reimbursable Amounts
7. Additional Services (itemized)

The amount approved for progress payment shall be based on the Owner's judgment of the proportioned work on that phase or facet, which has been completed versus the work required / value of that phase or facet.

Invoices shall be supported by a certified accounting of the time expended by date, by person, and the skill level of the work being done. (e.g., Drafting would be paid for at the "drafting" rate regardless of who does the work – principal, draftsman, or trainee.). Statement shall show the cost during that period and indicate the status of the authorized work. The reporting of these costs shall be in such form and detail as required by the Department. The ENGINEER's disbursement and job records shall be subject to audit by the City for work done on a reimbursable and/or hourly or unit cost basis. The Department shall notify the ENGINEER of any defect or deficiency in the invoice including supporting data after receipt of invoice immediately, and payment of approved invoices, or portions thereof, shall be made within 45 days after stamped receipt date of invoice.

Changes in scope of work or Project Task Orders will be documented through the execution of a Task Order Modification. Any ENGINEER contract Task Order that increases the original contract limit amount must have the prior approval of the City of Richmond, Procurement Office. A change order, along with a business case

justifying the request must be submitted to the City of Richmond, Procurement Office for approval.

P. Changes to the Scope of Services:

The Department shall notify the ENGINEER in writing when changes in a Task Order or “extra services” are required. The Department and the ENGINEER shall develop a defined scope of the services and the ENGINEER shall prepare a fee proposal for such work. A fixed fee will normally be negotiated and agreed on and a Task Order Modification issued before the extra work is performed (i.e., changes in plans or specifications, models, studies, etc.). In such cases, the fee negotiations will be based on the defined scope change or work to be done, the estimated technical personnel time to accomplish the work times the rates in the Contract, and any reimbursable expenses authorized.

When the scope cannot be defined to allow reasonable estimate of time required, the Department may authorize the additional work at the hourly rates or unit costs listed in the Contract. In such cases, the Department shall establish maximum fee limits, as applicable. Work beyond the maximum fee limit shall require justification and the Department’s approval prior to proceeding with further additional work.

Q. Quality of Work:

The ENGINEER shall be responsible for the professional service, including the technical accuracy and coordination of all designs, drawings, specifications, cost estimates, and other work or materials provided. The project documents submitted by the ENGINEER shall represent a reasonable, code compliant, and acceptable engineering solution based on the scope of work, budget limitations and other constraints of the ENGINEER’s contract. All work must be in accordance with current criteria, guides, and specifications established, and shall conform to good architectural and engineering practices. Workmanship shall be neat with all lines and lettering of uniform weight and clarity for complete legibility and satisfactory production. All elements of the ENGINEER’s submittals shall be checked by professional personnel trained in specific discipline. The ENGINEER’s submittal will be reviewed by the Capital Improvement Project Manager for compliance to the project requirements and criteria. Errors and deficiencies shall be corrected by the ENGINEER at no additional cost to the City.

- 3.0 **Proposal Contents.** The proposal must include all of the information set forth in this section and be organized as set forth in this section. Six (6) copies of the proposal must be submitted. The proposal must be typed, bound, and presented in sections separated by tabs as described in the paragraphs that follow. Pages in the submittal must be consecutively numbered. Sections in the submittal must also be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the

proposal. If publications are supplied by the contractor to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the selection committee. Proposals not providing this reference will be considered to have no reference included in the additional documents.

- 3.1 **Tab 1 – Signed Forms.** This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement (if applicable) and Office of Minority Business Development Forms included with this Request for Proposals.
- 3.2 **Tab 2 – Executive Summary.** This tab should provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.
- 3.3 **Tab 3 – Project Approach.** This tab should describe in detail the offeror's proposal for providing the Engineering Services solicited by this Request for Proposal. State in concise terms your understanding of the requirements presented by the RFP. Include basis for the projects. Provide a tentative design and construction timeline, detailing major milestones for each system and your design approach for permits. Allow five (5) months for the bid and award period.

Also, provide details of the following:

- A. Services and engineering disciplines to be provided by the Engineer (state from which company office key staff members or services will be provided).
- B. Services to be provided by sub-consultants and their location.
- C. Information on the personnel proposed to be assigned to the project (including location) and a narrative of the methodology to be used for providing the services and for quality assurance.
- D. Commonwealth of Virginia DPOR Professional Engineering License numbers for key staff members.
- E. Information on the individual qualifications, experiences, expertise and tenure with your firm of the key personnel proposed to be assigned to this contract. It should specifically state the key employees that are expected to be in responsible charge of tasks related to the various disciplines (i.e. civil, electrical, structural, chemical processes, SCADA, Process Hazard Analysis, mechanical, HVAC, etc.) required to address the water utility projects and their primary office location (include full address if located outside the Richmond, Virginia metropolitan area).
- F. Specific data on similar projects or projects with similar features on which your firm's planned staff and/or its sub-consultants have provided services.
- G. Narrative on project approach and other information supporting the firm's qualifications for the project(s).
- H. Methods by which these services will satisfy the RFP requirements.

3.4 **Tab 4 — Key Personnel.** This tab should include the résumés or curriculum vitae of the offeror's key staff members. Provide an organizational chart of your firm; stating job titles, location, responsibilities and number of years of experience for key personnel who may be assigned to lead roles in authorized projects. All staff not located in the City of Richmond, Virginia shall be identified and their primary work location listed. Payment shall be paid for services rendered on the basis that all staff resources are considered local. It should identify the specific employees assigned to provide the services solicited by this Request for Proposals. For each key person identified by the offeror, this tab should include the following information, provided in résumé format:

- A. Name and title.
- B. Office location and city of residence.
- C. Project responsibilities and roles.
- D. Educational background.
- E. Professional registrations and memberships (if applicable).
- F. Years of relevant experience, including a list of similar specific projects directly involved with over the past five (5) years for new construction and/or major renovation/expansion of existing utility plant structures.

3.5 **Tab 6 – Subcontracting.** This tab should identify any of the required services that you intend to subcontract, if any, providing the following information:

- A. Reasons for subcontracting.
- B. Proposed subcontractor responsibilities.
- C. Identity of proposed subcontractors including location, relevant personnel and experience, previous direct experience using the subcontractor on schools and other types of projects, and any other relevant supporting information. Offeror shall note whether the projects were new construction and/or major renovation/expansion to existing utility plant structures.
- D. Present a plan of action, which you propose to implement to achieve the participation of Minority Business Enterprises. It is the policy of the City to encourage participation in all City contracts. To implement this policy that encourages minority participation through subcontracting, joint ventures, and other methods in contracting for services.

3.6 **Tab 7 – References.** This tab should identify references and provide information pertaining to the proposed services, including the following:

- A. A list of projects of a similar nature that your firm has completed or is currently working, with references to include:
 1. Description of the Scope and Nature of the Project
 2. Contact persons and telephone numbers
 3. Project design and construction time tables with details provided regarding the ability to meet design and construction schedules
 4. Project design and construction budgets with details provided regarding the ability to work within budget constraints
 5. Magnitude and Frequency of Change Orders.

- B. Provide a list and description of any litigation to which your organization is now a party or to which it has been a party during the most recent three years, indicating the name and address of the adverse party's counsel and his or her telephone number.

- C. Provide at least one detailed project example for each of the following:
 1. Installation of new Ammonia and ZOP chemical tank of similar size with SCADA controls.

 2. Project with building structural and architectural modifications to an existing utility plant structure to include:
 - a. Scope
 - b. Project Approach
 - c. Sequencing
 - d. Engineering disciplines involved and percentage of project
 - e. Quality Control procedures for Engineering Documents
 - f. Amount of engineering and design work sub-contracted
 - g. Final Design Start and End Dates
 - h. Final Design Engineering Cost
 - i. Actual final or projected final Construction Cost with comparison to Engineer's estimate and original construction budget
 - j. Detailed information on Construction Change Orders to include number of Change Orders, individual and aggregate cost, and reasons for Change Orders
 - k. Owner's name, contact person and telephone number

Providing this information above will assist the evaluation committee in determining the engineer's ability to address unusual projects.

3.7 **Price Proposal.** A Price Proposal shall be submitted, upon request, from the Offeror/offers after all proposals have been evaluated and scored, interviews have been conducted, and the City is prepared to enter into negotiations with selected Offeror/Offerors. The Price Proposal shall provide specific cost information as

detailed in the Negotiations Phase Notification and Price Proposal Request that will be sent to the selected Offeror/Offerors. The Price Proposal shall be due within five (5) business days of the request and in summary shall provide detailed cost information and breakdowns for each phase of work and subcontractors per project.

- A. The CITY will negotiate with the selected ENGINEER to establish payment fees or rates for such services and work compensation as follows:
 - 1. A fee structure or rate schedule shall be established for general office activities consisting of Studies, Investigations and Reports; Special Consultation; Construction Administration and Additional Services of the Engineer as requested by the City. If a lump sum fixed fee is established, the compensation shall be payable on a monthly cycle in proportion to the work actually accomplished and upon presentation of the Engineer's statement of services rendered.
 - 2. A fee structure or rate schedule shall be established for activities generally associated with field based personnel with lower operating overhead and shall consist of Field Surveying, Sub-surface Investigations, and any field services during construction of the Engineer as requested by the City.
 - 3. A fee structure or rate schedule shall be established for a more precisely defined project for Final and Detail Design services. If a lump sum fixed fee is established, the compensation shall be payable on a monthly cycle in proportion to the work actually accomplished and upon presentation of the Engineer's statement of services rendered.
- B. The Engineer shall be reimbursed for actual expenses incurred plus 5% for reproductions and special materials found necessary for the Project.
- C. The Engineer shall be reimbursed, at actual cost to the Engineer plus no more than a 5% handling charge for sub-surface investigations, property surveys, materials and tests not performed by the Engineer's staff and for services performed by sub-consultants to the Engineer.
- D. The fee for each authorized project shall not exceed the fee contained in the approved scope of work for each project without additional authorization from the City.
- E. The following shall be used as guidance by the ENGINEER in developing its fee proposal and by the City in evaluating the proposal and negotiating the fees for services:
 - 1. ENGINEER Project Technical Personnel. Technical personnel shall be construed to mean the Engineering firm's Project Manager/Coordinator, architects (licensed), engineers (licensed) by discipline, designers including non-licensed architects and engineers, project inspector, survey team, interior designer, landscape architect, draftsman, estimator, specifications writer, typist/clerical staff, field inspectors, and CADD computer operators.

“Principals”, “Partners”, “Associates”, “CEO” and similar titles are generally considered by the City of Richmond to be administrative and/or management functions whose costs have been included in the overhead markup of the rates for technical categories. General review, negotiations, supervision and such by the principals or other senior personnel are usually considered part of the general office overhead expense included in the hourly rates or the activity is a part of the “project management” function.

2. Technical activities, which are performed by principals, etc., are categorized for fee negotiations, for change orders, and for hourly rate payment at the rates indicated for the technical activity or function that the Principal, etc., may be performing. See the descriptions of Personnel Classifications below.
3. Hourly Rates. The hourly rates proposed for the various classifications, categories, disciplines, and skill levels should be comparable to the average actual salary of qualified and competent persons in that skill level as marked up or adjusted for overheads and profit. Overhead markup consists of direct technical salary overhead (or “fringes”) such as payroll taxes and insurances, vacation, holidays, health insurance premiums, and other benefits and of general office overhead such as administrative salaries, rent, business and liability insurances, telephone, equipment rental and depreciation, travel, promotion, etc. Hourly rates agreed to shall be the “Loaded Labor Rate” as defined in below:

a. Payroll Rate -

- 1) Payroll Rate shall be subject to a periodic Certified Payroll, whose frequency will be governed by Initial Submission, Contract Renewal discussions, any periodic rate change request or in the event of any replacement or addition of Contractor personnel covered by such contract. Payroll cost is defined as "direct salaries plus fringe benefits" and includes salaries directly chargeable to projects; sick leave, vacation, holiday, and incentive pay; unemployment and other payroll taxes; and the contributions for social security, workmen's compensation insurance, retirement, medical, and other group benefits.
- 2) Contractor may use a Weighted Average or Linear Average Mid-Point in determining the Payroll Rate charged for a particular Labor Category. City Procurement must be advised of the method employed. In the absence of any notification, City Procurement will employ the Linear Average methodology in its analysis.
- 3) Any proposed cost changes due to increase in Payroll Costs shall be applied at the Payroll Rate, not the Loaded Labor Rate.

- b. Burden – Burden should represent the Contractor’s Indirect Cost of doing business. Indirect costs are not considered Direct or Prime Costs associated with any particular contract for goods or services. Direct or Prime Costs are Direct Labor and Direct Materials supported by a Scope of Work and measurable Deliverables.

Contractor's Burden Rate shall be reflected as a Total for Allowable Costs divided by expected Total Production Hours Worked for all of the Contractor's Direct Costs efforts. These Allowable Costs cover services such as engineering support and Corporate G&A expenses, but exclude "non-attributable" costs, such as marketing, advertising, litigation or other legal / regulatory settlements, replacement personnel training and / or other such costs that may surface during a City's examination. Burden Costs, including details and their origins, are subject to the City examination, which cover Initial Submission and any subsequent Burden Rate changes. Threshold criteria shall be subject to change by the City. The burden/overhead component is composed of the following:

- 1) Provisions of office expenses, light, heat, telephone, depreciation, rental furniture, drafting equipment and engineering instruments, automobile expense, and office and drafting supplies not identifiable to a specific project.
 - 2) Taxes and insurance other than those included as salary cost, but excluding state and federal income taxes.
 - 3) Library and periodical expenses and other costs of keeping abreast of advances in engineering, such as attendance at technical and professional meetings and continuing education courses, seminars, and in-house training.
 - 4) Executive, administrative, accounting, legal, word processing, and clerical salaries and expenses (other than identifiable salaries included in salary costs and expenses), and other professional services.
 - 5) Business development expenses, including salaries of principals and employees so engaged.
 - 6) Provision for loss of productive time of technical employees.
 - 7) Costs of acquiring, maintaining, and repairing computers, development of software, and staff training not associated with specific projects.
- c. Profit – Profit is to be applied at the Burdened Labor Rate (Payroll Rate x Burden) and expressed as a percentage of the Burdened Labor Rate. Percentage amounts to be applied, although a stated element in Professional Services Contracts, are the discretion of the Contractor.
- d. Loaded Labor Rate -
- 1) Loaded Labor Rate is the product of (Payroll Rate x Burden) x (one+Profit Percentage).
 - 2) Loaded Labor Rates shall be calculated on a basis that spans the current contract period. Any increases in the Loaded Labor Rate before contract renewal may be submitted to City for review, but are not to be assumed by either Contractor or City to be automatic increases.

- 3) Contractor may include a schedule outlining planned Rate increases for contract extension periods to simplify planning and scheduling; however, the City will exclude these schedules as an element of the contract.
 - 4) Any Overtime incurred by Contractor and authorized by City on a Professional Services Contract shall be at the Loaded Labor Rate plus the Payroll Rate Increment for those hours. Example: Payroll Rate Engineer \$30 / hr, Burden Rate 2.50 and Profit 10%. Loaded Labor Rate = \$82.50. Overtime Rate = $\$82.50 + (30 \times .5) \times 1.08 = \98.70 . The "1.08" includes FICA. This shall apply only for those contracts where such provision exists.
 - 5) These Rate provisions shall apply to all Sub-Contractors paid by City under the Loaded Labor Rate method.
4. Hourly rates should be the average for those persons in that skill level / discipline / classification. It is generally perceived that a person being compensated at a rate higher than the norm would be more efficient / productive / take fewer man-hours than a person being compensated at a rate below the norm. In-house (including services from another office of the company) additional services should be computed using the estimated man-hours and hourly rates.
 5. The City Department shall have the right to require the Engineering firm to submit documentation to support the proposed hourly rates with the mark-up factors proposed for use in the fee negotiations and fee determination. The average hourly loaded labor rates by classification, including markups, which are negotiated and accepted in fee negotiations, shall be recorded and listed in the fee schedule attached to the ENGINEER contract. The City reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials or actual expense. In cases where the vendor maintains multiple offices, records to be audited should be maintained or deliverable to the office in closest proximity to the City of Richmond.

ENGINEER accounting methods and procedures for determining overhead and "marked-up" hourly rates often vary. For instance, policies on vacation, sick leave, holidays and employer contributions to insurances vary from engineering firm to engineering firm. Methods for tracking man-hours and expenses vary depending on whether the ENGINEER is determining its overhead rates or the profitability of each project. The procedures presented herein use the "tax return" approach where general materials, supplies, depreciation of computers and software, insurances, and such, are treated as general office overhead expenses.

The negotiated rates should be comparable to those of similarly experienced and qualified personnel in those classifications in Richmond, Virginia or the Commonwealth of Virginia firms providing similar services.

F. Technical Personnel Classifications. The following personnel classifications, categories, disciplines and skill levels descriptions are recognized as those directly involved with the coordination, planning, quality control and delivery of the Engineering services required for the project:

1. Project Manager / Coordinator – An experienced and licensed engineer who has overall responsibility for the planning, design, coordination of all disciplines, quality assurance, and delivery of the Engineering services to the City.
2. *Note: A Principal of the Engineering Firm may perform this function, especially in a small firm. In larger firms a Principal, Associate or similarly “titled” person of the Engineering firm may be assigned this responsibility. Regardless of the title, the function is the same and the marked-up rate should be comparable to Project managers of other firms in the City of Richmond or the Commonwealth of Virginia.*
3. Architect (Professional) – A registered and licensed architect who has knowledge, skills and experience to perform all architectural services required for the project and who is qualified to be in “responsible charge” of the architectural aspects of the project.
4. Cost Estimator. Skills required include a knowledge of building systems and components, the ability to read plans and specifications, the ability to make quantity takeoffs and apply pricing, the ability to obtain pricing information from reliable sources and adjust/apply such information to specific project conditions and the ability to present a cost estimate with the proper back up documentation.
5. CADD / Draftsperson. The skills required of this level position including tracing work already drawn to scale; drafting plans, sections and details to scale from sketches and data; modifying typical sections and details to be project / situation specific; and other miscellaneous duties supporting the preparation of contract documents. *Note: Depending on the personnel, organization and operation standards of the Engineering firm, Designers (Architects and Engineers), Draftsman, or both may be required to use CADD or have CADD skills.*
6. Designer (Architects or Engineers). Architects and/or engineers who by education, practical experience or a combination of education and experience have the knowledge and skills to perform analyses, calculations, and/or detailing for portions of a project in a particular discipline. This level person usually has either a degree and is gaining experience to become certified – licensed – registered or has many years of experience in layouts, detailing and/or calculations and works under the supervision of a licensed professional.
7. Engineers - Structural, Mechanical, Electrical, Civil (Professional). A licensed professional engineer who has knowledge, skills and experience to perform the analyses and design, to prepare the documents for the particular discipline and to be “in responsible charge” of that discipline.

8. Landscape Architect. A certified landscape architect who has knowledge, skills and experience to provide the design and documents for the site landscaping for the project.
 9. Interior Design. A certified interior designer who has the knowledge, skills and experience to provide the interior design services and documents for the project. Note: The layout of spaces, selection of finishes, and similar functions are basic Services whether the Engineering firm uses an Architect or an Interior Designer. "Additional Services of an Interior Designer" for Fee calculations / negotiations on City work relates to furnishings and accessories, which are not part of the construction contract.
 10. Specification / Report Writer. A professional level architect or engineer skilled in writing technical specifications for building and site related systems, equipment and components. The Writer shall also be skilled in preparing contract documents and understand the basic legal requirements and applications thereof.
 11. Typist/Clerical. Skills required include knowledge of the terms and procedures of the design and construction process and a proficiency in the use of word processing and spreadsheet applications used in the production of specifications, reports, and associated typing and clerical functions.
 12. Frequently Used Sub-consultants. Sub-consultants engaged by the ENGINEER to augment the ENGINEER's staff on a routine basis to provide the required engineering services are considered by the City of Richmond to be part of the Engineering firm's staffing for the contract. Loaded labor rates for routinely used sub-consultants should be included as part of the negotiated fee schedule attached as part of the contract.
- G. Special Consultants. The Department may require the use of a special consultant with a particular expertise related to some feature of the project. The ENGINEER shall engage such a required consultant, subject to the Department's approval, and incorporate such work in the services for the project. The compensation for such special consultant shall be negotiated and set out in the Project Task Order and included in the total ENGINEER fee. The ENGINEER will normally be allowed to mark up the Department approved direct cost to the ENGINEER of such special consultant by 5% for the ENGINEER's overhead and profit.
- H. The ENGINEER and the Department will normally determine the additional services (i.e. services in addition to the "Basic Services" identified in the RFP) required of the ENGINEER prior to or during contract negotiations and negotiate the fees for such services at the same time as the basic services fee negotiation. The additional services to be provided by the ENGINEER and the compensation for such shall be set out in the Project Task Order. Once the contract is signed, any additional routinely used Personnel Classifications required, other than special consultants as outline above, will be a change in scope and shall be authorized in writing by Change Order. Any Change Order

authorizing work to be performed which does not stipulate a fixed sum amount for the work shall be subject to audit by the Department and/or City auditor for a period of three (3) years following conclusion of the Contract.

I. Reimbursable Expenses:

- a. The cost of telegrams, FAX transmissions, long distance phone calls, postage and similar expenses incurred by the ENGINEER in the performance of the Contract are considered by the City to be part of the Engineering firm's overhead expenses and are not normally reimbursable.
- b. The Department shall reimburse the ENGINEER for the reproduction of drawings, specifications, and other documents required for initial schematic, preliminary, working drawing and Bid Set submittals at the actual costs plus 5% markup for handling. If resubmittals are required to correct deficiencies and/or complete the documents for submittal, the cost of reproduction for these resubmittals shall be borne by the ENGINEER unless waived by the Department.
- c. The cost of reproduction and sending addenda to address review comments, clarify or supplement the Bid Documents and/or correct errors or omissions are considered to be an expense of the ENGINEER and shall not be included in the allowable reimbursement costs.
- d. The Department shall reimburse the ENGINEER for the actual costs of overnight or second day shipping of submittals and/or shop drawings when such method of shipping is directed by the Department.
- e. Compensation for travel and living expenses associated with the performance of the project scope of work shall be for special consultants only. Compensation will be included in the fee negotiated and set out in the Project Task Order as a lump sum amount for travel and/or subsistence for each particular facet of the work where travel compensation is proposed by the ENGINEER. The travel rates and per diem rates for lodging and subsistence shall not exceed the maximum amounts allowable for such expenses in the City of Richmond's Travel Policy. Records supporting such requests for reimbursement shall be subject to audit by the Department and/or City Auditor.
- f. The ENGINEER may be reimbursed for travel and living expenses of technical personnel while traveling in the discharge of duties in connection with extra services (i.e. witnessing factory performance test on equipment, presentation of a project outside the City and metropolitan area limits) when authorized by the Department. The travel rates and per diem rates for lodging and subsistence shall not exceed the maximum amounts allowable for such expenses in the City of Richmond's Travel Policy. Records supporting such requests for reimbursement shall be subject to audit by the Department and/or City Auditor.
- g. Each item / account planned for reimbursement shall have a "budget" amount established and included in the Project Task Order with the condition that payment for these items will be subject to proper authorization and documentation. The "budget" amount can be adjusted upward or downward by the Department, as appropriate, based on the actual amounts approved for reimbursement.
- h. The Department will normally pay for the first schematic submittal review, the first preliminary submittal review, the first working drawing review and the

review of the one corrected and highlighted bid set of documents. If additional submittals and reviews are required, the Department may require the ENGINEER to reimburse the City (by change order to the ENGINEER contract or otherwise) for the actual costs of such additional review unless the ENGINEER can submit justification satisfactory to the Department demonstrating why the ENGINEER should not be held accountable / responsible for such costs.

- J. No overtime requiring higher rates higher than the regular rates shall be considered for payment for basic or additional services. Considerations of the time approved for personnel when traveling in connection with a project (when such travel is required by the Contract and authorized in writing by the Department) shall be construed to be time engaged on the project up to the completion of an 8 hour workday.
- K. The Evaluation Committee shall recommend the ENGINEER(s) selected to the City for approval. The terms and agreement shall be recorded in a written Fee Schedule and attached as a part of the contract. The City of Richmond and the ENGINEER will execute a contract agreement and the City will issue one or more Purchase Orders.

4.0 **Evaluation Criteria.** The Evaluation Committee will use the following evaluation criteria in ranking and selecting offerors for negotiation pursuant to this Request for Proposals:

Available Points

A. Project Approach and Methodology 15 Pts.

This criterion considers the extent of the offeror's compliance and willingness to comply with all of the terms, conditions and other requirements of the Request for Proposals and resulting contract.

B. Experience/Knowledge in Performing the Required Services 20 Pts.

This criterion considers (i) the offeror's past performance on any City contracts, (ii) the results of reference checks and (iii) the offeror's experience in providing the services solicited by this Request for Proposals as set forth in the offeror's proposal.

C. Experience and Qualifications of Technical Staff 10 Pts.

This criterion considers both the qualifications of the offeror's personnel and overall team that offeror proposes to assign to provide the services solicited by this Request for Proposals and the detailed delivery plan that the offeror proposes to use in performing the services solicited by this Request for Proposals.

D. Demonstrated Ability to Maintain Budget & Schedules 10 Pts.

This criterion considers the offeror's previous and current experience with comprehensive design and construction administration of new construction and/or major renovation/expansion of existing utility plant structures, including the results of reference checks for listed projects.

E. Response Time/Accessibility 15 Pts.

As required by City Code § 74-73, this criterion considers "the degree of accessibility that the contractor will be able to provide to the city officials who will be administering the contract." This criterion recognizes the need for close cooperation and communication between the City and the Contractor in order to achieve the objectives of the contract resulting from this Request for Proposals.

F. MBE / ESB Commitment 30 Pts.

In accordance with City Code § 74-71(e), this criterion considers the offeror's "good faith minority business enterprise and emerging small business participation efforts" as defined in City Code § 74-4. Pursuant to City Code § 74-71(e), an offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is 5%. See sections 2.1.10 and 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the Terms and Conditions for the MBE/ESB provisions.

Total Available Evaluation Points 100 Pts.

END OF STATEMENT OF NEEDS

PART II

INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

1.1 Incorporation of City Policies and Procedures. This Request for Proposals is subject to the provisions of Chapter 74 of the Code of the City of Richmond, as amended, and the Policies and Procedures of the Department of Procurement Services, as amended, which are hereby expressly incorporated into this Request for Proposals by reference. Offerors may inspect copies of these documents at the City's website, www.RichmondGov.com.

1.2 Explanations to Offerors.

1.2.1 Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten (10) business days prior to the closing date to:

Ms. Octavia Andrew, VCO
Contract Specialist, Design/Construction
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Phone: (804) 646-5820
Fax: (804) 646-5989
E-mail: Octavia.Andrew@richmondgov.com

If submitting an inquiry by facsimile transmission, the offeror should notify the Procurement Officer by telephone that the person is faxing the inquiry. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Procurement Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

1.2.2 Form of Explanation. No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Proposals that is pertinent to all solicited offerors will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each offeror known to have received the Request for Proposals. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of proposals.

1.2.3 Addenda. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies

of addenda. If an offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the City. The offeror shall be solely responsible for verifying the existence of all addenda items.

- 1.3 **No Contact Policy.** Any contact with any City representative concerning this Request for Proposals other than that outlined in section 1.2 ("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.
- 1.4 **Pre-Proposal Meeting.** A pre-proposal meeting will be held for this project. The meeting will be held on Tuesday, January 6, 2009 at 1:30 p.m. EST located at the City's Water Treatment Plant, 3920 Douglasdale Road, Richmond, VA 23221.
- 1.5 **Other Documents.** The Statement of Needs and the Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.
- 2.0 **Preparation of Proposals.**
 - 2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the Evaluation Committee. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.
 - 2.2 **Substantive Nature of Proposals.** Proposals that are not substantive may be considered non-responsive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined in the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet the requirements set forth in the Request for Proposals.

- 2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is a firm or corporation, the offeror must show the title of the individual executing the proposal and a resolution authorizing the individual to sign the proposal and any subsequent contract.
- 2.4 **MBE/ESB Participation.** It is the policy of the City to encourage minority participation in all City contracts. To implement this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services. In the proposal evaluation process, up to 30 points will be given to those proposals that have the most substantial degree of minority business enterprise and emerging small business participation. In order to expedite the evaluation process, we have attached the Participation Commitment Minority Business Enterprise and Emerging Small Business form. The offeror should complete this Commitment Form, indicating the percentage of participation for this Request for Proposals. The completed form must accompany the proposal, or the offeror will forfeit the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation in the evaluation criteria.
- 2.5 **Faith-Based Organizations.** The City does not discriminate against faith-based organizations. By signing its proposal, the offeror, if a faith-based organization, agrees that it understands the requirements of City Code § 74-47 (Va. Code § 2.2-4343.1).
- 2.6 **Licenses, Permits and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.
- 2.7 **Public Inspection of Records.**
- 2.7.1 **In General.** All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- 2.7.2 **Inspection by Offerors.** Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- 2.7.3 **Proprietary Information.** Pursuant to City Code § 74-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the offeror (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies

the data or other materials to be protected, and (iii) states the reasons why protection is necessary.

- 2.8 **Use of Brand Names.** Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the offeror's pricing is for the article mentioned and not an approved equal, and the offeror will be required to deliver the exact article specified.
- 2.9 **Descriptive Literature.** Each offeror shall submit with its proposal descriptive literature of equipment or supplies that the offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the City and should no mention be made to the contrary, the description shall be construed to mean that the offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and the City will evaluate the offeror's proposal accordingly.
- 3.0 **Warranties and Representations of Offeror.**
- 3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that the offeror is in compliance with all terms and conditions of this Request for Proposals.
- 3.2 **Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Richmond City Charter, or the Richmond City Code (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the offeror warrants and represents that the provisions of City Code §§ 74-341—74-352 (Va. Code §§ 2.2-4367—2.2-4377) pertaining to offerors, contractors and subcontractors apply to this project. The offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a

material breach of any contract that the City may award to the offeror and the offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents that the offeror is of lawful age and that no other person, firm, corporation or joint venture has any interest in this proposal or in the contract proposed to be entered into.

3.4 **No Debts to City.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.

3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, or partners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

4.0 **Submission of Proposals.**

4.1 **Copies.** Offerors should submit an original (so marked) and six (6) copies of their proposals, signed by the offeror's contractually binding authority.

4.2 **Labeling.** All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:

Proposal for
Request for Proposals No.
Name of offeror
Address of offeror
Receipt and Closing Date:

4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the cover to:

City of Richmond
Department of Procurement Services
Attn: Ms. Octavia Andrew, VCO
900 East Broad Street, Room 1104
Richmond, Virginia 23219

4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:

Firm's Name
Firm's Address
Contact Name & Telephone Number
Fax Number & E-mail Address

- 4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before January 23, 2009. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Procurement Officer shall not be considered a violation of this section.
- 4.6 **Multiple Proposals.** An offeror may submit more than one proposal. At least one of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.
- 4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, the City may decline to consider such proposals.
- 4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned. However, if any portion of the proposal is marked "proprietary," is highlighted and otherwise meets the requirements of section 74-5 of the Code of the City of Richmond, the City will return such portion after award of the contract, if the offeror so requests and at the offeror's expense. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets or proprietary may render the proposal non-responsive.
- 5.0 **Evaluation and Selection Process.**
- 5.1 **Opening.** At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. The proposals, if responsive, will then be forwarded to the using agency and Evaluation Committee to initiate the review and selection process. Responses received after the date and time specified in section 4.5 ("Closing Date") will be deemed non-responsive and will be returned unopened.
- 5.2 **Evaluation.** During the evaluation phase, an Evaluation Committee will review the proposals to ascertain which proposals address all the requirements of the Request for Proposals and to conduct an analysis of the adequacy of the proposals. Proposals

- determined to be technically non-responsive or not as responsive as other proposals will be eliminated at this stage. Once it has determined which offerors are qualified, the Evaluation Committee may interview selected offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these interviews together with information presented in the proposal to rank offerors in accordance with criteria stated in the Request for Proposals. The selected offeror will be required to assume responsibility for all services offered in its proposal. The Evaluation Committee reserves the right to conduct presentations and visit the premises of the offeror, as it deems necessary.
- 5.3 **Samples.** The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to deem the offeror's proposal to be non-responsive. If not destroyed and upon request at the time of submission, the City will return samples at the offeror's expense.
- 5.4 **Tests.** The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.
- 5.5 **Negotiation with Offerors.**
- 5.5.1 **In General.** The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City reserves the right to negotiate with a selected offeror in order to best serve the needs of the City in respect to both cost effectiveness and comprehensive program design.
- 5.5.2 **Procedure.** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals in the order of preference, on the basis of the factors involved in the Request for Proposals. Negotiations shall then be conducted beginning with the offeror with the highest ranking score. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the second highest ranking offeror, and so on until such a contract can be negotiated at a fair and reasonable price. (*See City Code § 74-72*)
- 6.0 **Award and Execution of Contract.**
- 6.1 **Award.** The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

- 6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest. The City reserves the right to negotiate with the selected offeror in order to best serve the needs of the City in respect to both cost effectiveness and comprehensive program design.
- 6.3 **Nondiscrimination in Award.** The City shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.
- 6.4 **Notice of Award.** Following the selection of an offeror and the signing of a contract, the Procurement Officer will notify those offerors whose proposals are not selected of the name of the selected offeror. Offerors should note that it may take up to two months to award this Contract.
- 6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.
- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the City.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Procurement Officer and furnish the insurance documents required by the Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed contract and insurance documents from the successful offeror, the City's representatives will then sign the contract.

END OF INSTRUCTIONS TO OFFERORS

PART III

TERMS AND CONDITIONS

1.0 Duration of Contract.

1.1 Commencement and Expiration. This Contract shall commence on the Commencement Date set forth in the Contract and shall expire upon completion of all services, unless terminated earlier in accordance with the provisions of this Contract. Offeror shall provide to the City an estimated project duration that covers all aspects of the project from contract award to final completion of all construction activities.

1.2 Extension of Contract. The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's renewal clause as set forth in this Contract. This provision in no way affects or alters the City's ability to renew the Contract consistent with the renewal option clause. If it is then decided to renew the resulting Contract, the renewal date will commence on the day following the last day of the contract extension.

1.3 Renewal. The City may, at its sole option, renew this Contract for up to two one-year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

2.0 Contractor Responsibilities.

2.1 Independent Contractor. The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 Advertising. The Contractor shall not use any indication of its services to the City for commercial or advertising purposes. However, the Contractor may list the City as a reference account for prospective customers.

2.3 Anti-Kickback Provision. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- 2.4 **Century Compliance.** The Contractor warrants that the hardware, software and firmware products, provided for the City's use or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.
- 2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.
- 2.6 **Contractor Misrepresentation.**
- 2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.
- 2.6.2 **MBE/ESB Participation.** By issuing the Request for Proposals, the City intends that MBE / ESB participation proposed as part of any proposal in response hereto be binding on the Contractor. Consequently, if the Contractor falsely representing proposed MBE/ESB participation, or failing to comply with proposed participation, may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.
- 2.7 **Drug-Free Workplace.**
- 2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor by its signature hereto certifies that it has taken and shall continue to take appropriate and effective action to (1) educate its employees about the dangers of drug abuse in the workplace; (2) monitor compliance of all employees with the Drug-Free Workplace requirements through an initial employment and follow-up random testing program; (3) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all; (4) discipline employees who violate the requirement of a drug-free workplace, and (5) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.
- 2.7.2 **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 ("Policy") above.

2.7.3 **Assistance Available.** The Contractor may contact the City's Office of Minority Business Development at (804) 646-3985 for information about a grant-sponsored program to assist the Contractor in developing a drug-free workplace policy.

2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

- “a. It shall be an unlawful employment practice for an employer:
- (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
 - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 **Richmond City Code Compliance.** Pursuant to section 74-74 of the Code of the City of Richmond (2004), as amended:

- (a) During the performance of this Contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(b) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 **Personnel.** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 **Payment.**

- 3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Statement of Needs and the Contractor's final proposal.
- 3.2 **Schedule.** The Contractor shall invoice the City once per quarter, with approved invoice documentation due by the 25th day of each month.
- 3.3 **Terms.** The City shall pay the Contractor as follows: Net 30 days.
- 3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.
- 3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.
- 3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.
- 3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.
- 3.8 **Invoices.** The Contractor shall submit invoices in four copies identifying each item billed as well as both the Price Agreement Release Number and the Price Agreement Number. All invoices submitted by the Contractor shall set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item.
- 3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a minority subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such minority subcontractor or vendor performed on the MBE-3 form available on the City's website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City's Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.
- 4.0 **Indemnification and Insurance.**

- 4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.
- 4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.
- 4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and the City shall not be responsible therefor.
- 4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:
- (i) Subrogation against the City shall be waived.
 - (ii) The City and its officers, employees, agents and volunteers shall be named as an additional insured.
 - (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 45 days' written notice to the City.
 - (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 Evidence to Be Furnished.

4.2.3.1 Endorsements. The Contractor shall furnish the City with a copy of the policy endorsement naming the City and its officers, employees, agents and volunteers as an additional insured for each policy required under this section 4.2 (“Insurance”). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 Certificates of Insurance. The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 45 days’ written notice to the City. All certificates of insurance shall show the City’s Contract Number.

4.2.3.3 Contracts and Policies. The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 (“Insurance”) unless requested at any time by the City’s Director of Procurement Services.

4.2.4 Schedule of Coverage. The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 (“Insurance”):

- (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (iii) Statutory Workers’ Compensation and Employers’ Liability Insurance with the Alternate Employer Endorsement WC 000301.
- (iv) Professional Liability (i.e., Errors and Omissions) Insurance with limits of not less than \$1,000,000 per occurrence.

5.0 Assignment, Delegation and Subcontracting.

5.1 By City. The City may assign its rights or delegate its duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

- 5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City.
- 5.3 **Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the City's Director of Procurement Services.
- 6.0 **Remedies and Termination.**
- 6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.
- 6.2 **Termination with Cause.**
- 6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- 6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City's satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City's notice of termination with cause shall be deemed null and void.
- 6.2.3 **Effect.** Upon such termination, the City shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the City up to the time of termination and upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.
- 6.3 **Termination without Cause.**
- 6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise

be given in accordance with the requirements of this Contract for the delivery of notices.

- 6.3.2 **Effect.** Upon such termination, the City shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the City up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.4 **Termination by Contractor.**

- 6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

- 6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

- 6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

- 6.5 **Waiver.** The waiver by either party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

7.0 **Dispute Resolution.**

- 7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

- 7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor

any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

7.3 Contractual Claims.

7.3.1 Notice and Submission. The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Director of Procurement Services no later than 60 calendar days after final payment. (*See City Code § 74-192(a); see also Va. Code § 2.2-4363(A).*)

7.3.2 Required Contents of Claim Submission. The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

7.3.3 Procedures and Time Limit. The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 74-192 shall govern the consideration of contractual claims. The Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See City Code § 74-192(b); see also Va. Code § 2.2-4363(B).*)

7.3.4 No Action before Decision. The Contractor may not invoke administrative procedures as provided in City Code § 74-193 or institute legal action as provided in City Code § 74-194 prior to receipt of the decision on the claim, unless the Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See City Code § 74-192(c); see also Va. Code § 2.2-4363(D).*)

7.3.5 Finality of Decision. The decision of the Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 74-193 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 74-194. (*See City Code § 74-192(d); see also Va. Code § 2.2-4363(E).*)

- 7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 (“Contractual Claims”) shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See City Code § 74-192(e).*)
- 7.4 **Alternative Dispute Resolution.** The Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See City Code § 74-195; see also Va. Code § 2.2-4366.*)
- 7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions.**
- 8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor’s financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor’s compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, the Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor’s expense to a location in the metropolitan Richmond area.
- 8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
- 8.3 **Force Majeure.** If either party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

- 8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Contractor and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Contractor and the City regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, or otherwise changed except in the form of a City Contract Supplement signed by the authorized representatives of the Contractor and the City in accordance with the City's Purchasing Policies and Procedures.
- 8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.
- 8.7 **Notices.**
- 8.7.1 **In General.** Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.
- 8.7.2 **Address.** All notices to the City shall clearly indicate the City's Contract Number and shall be directed to both:

City Attorney
Office of the City Attorney
City of Richmond
900 East Broad Street, Room 300
Richmond, Virginia 23219

Director of Procurement Services
Department of Procurement Services
AND City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

END OF TERMS AND CONDITIONS

APPENDIX OF FORMS

1. Sample Contract
2. Minority Business Enterprise / Emerging Small Business Forms
3. For scope of work reference as noted: The Preliminary Engineering Report for ammonia system upgrade dated February 2008.
4. For scope of work reference as noted: The Preliminary Engineering Report for zinc orthophosphate (ZOP) upgrade dated February 2008.

WHEREA

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PARTICIPATION COMMITMENT MINORITY BUSINESS ENTERPRISE AND EMERGING SMALL BUSINESS

COMPANY DATA	COMPANY NAME		CONTRACT BID NAME / NO.	
	CONTACT NAME	PHONE	FAX	EMAIL
	LICENSE NO.		LICENSING JURISDICTION	FED ID NO. / SSN

It is the City of Richmond policy to increase minority/emerging small business participation on all City contracts. To that end, vendors are encouraged to commit to providing business opportunities to MBE/ESB firms as defined below. If you decide not to make a commitment, please indicate this by entering a '0' in the TOTAL % box below. Please complete and return this form with your bid/proposal/contract. MBE/ESB may participate as subcontractors, vendors and/or suppliers. The bidder must indicate the MBE/ESB it intends to utilize in this contract as follows:

1	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR	% OF	OR ESB	OWNED
	ADDRESS	FED ID NO. / SSN	PARTICIPATION IN CONTRACT	WORK		
					ENTER CODE FOR OWNERSHIP FOR EACH MBE ● = ASIAN AMERICAN ● = HISPANIC AMERICAN ● = AFRICAN AMERICAN ● = AMERICAN INDIAN ● = OTHER (SPECIFY BELOW)	
IF OWNED TYPE "OTHER" SPECIFY HERE:				TOTAL % ➔		

DEFINITIONS	EMERGING SMALL BUSINESS	MINORITY BUSINESS ENTERPRISE
	A business that (1) has been certified by the Office of Minority Business Enterprise for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.	A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL _____ DATE _____