



Hanover Courthouse

# REQUEST FOR PROPOSALS TITLE PAGE

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## Hanover County, Virginia Purchasing Department

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Proposal Title: **PROFESSIONAL ENGINEERING SERVICES – ROAD PROJECTS**

This is Hanover County's Request for Proposals No. 10-031712-2154KM, issued November 19, 2010. Direct requests for information to: Kimberly H. Mitchell, Purchasing Officer; Phone: 804-365-6104; Fax: 804-365-6100; email: [khmitchell@co.hanover.va.us](mailto:khmitchell@co.hanover.va.us). **Sealed proposals will be accepted prior to 3:00 p.m., December 17, 2010.** The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Department. Offerors are responsible for ensuring that Purchasing Office personnel stamp their submission by the deadline indicated. In the event this time clock is not functioning, the time shall be determined by time displayed on the landline telephone near the time clock. The time on the telephone will be written on the proposal by hand, by County staff in the Purchasing Department. **Offerors are responsible for ensuring their proposals are stamped by Purchasing Department personnel prior to the deadline indicated. Proposals received after the stated due date and time shall not be considered.**

A Pre-proposal Conference will be held for this procurement on **December 2, 2010, 10:30 a.m.**, in the Board of Supervisors Auditorium, 7516 County Complex Road, Hanover Virginia to discuss the general scope of services and answer general questions. **Attendance is not mandatory, but encouraged. All questions/requests for information shall be submitted in writing, addressed to:** County of Hanover, Purchasing Department, ATTN: RFP No. 10-031712-2154KM, P. O. Box 470, Hanover, VA 23069-0470 and to be assured consideration, **must be received prior to 3:00 p.m., December 6, 2010.** Questions may be submitted by fax to 804-365-6100, or email to [khmitchell@co.hanover.va.us](mailto:khmitchell@co.hanover.va.us). After reviewing any questions/requests submitted, the County will issue an addendum to respond to items it deems necessary. Changes to this Request for Proposals will be made only by written addendum issued by the County Purchasing Department.

Submit Proposals: **BY MAIL TO:**

County of Hanover, Purchasing Dept., Room 205, P. O. Box 470, Hanover, VA 23069-0470

**BY HAND DELIVERY OR EXPRESS CARRIER TO:**

County of Hanover, Purchasing Dept., Room 205, 7497 County Complex Road, Hanover, VA 23069

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

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

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

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

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

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

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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

**Virginia State Corporation Commission Number:** \_\_\_\_\_

OR

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

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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Please indicate the type of business:

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

\_\_\_\_\_ Individual Trading in Own Name      \_\_\_\_\_ Partnership      \_\_\_\_\_ Corporation

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Full Legal Name of Offeror: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Remittance Address (if different): \_\_\_\_\_

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

Printed or Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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CONTACT INFORMATION (if different from above)

Printed or Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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## **1.0 GENERAL INFORMATION**

- 1.1 Hanover County (hereinafter the “County”) is seeking proposals from qualified Offerors to establish a term contract for providing professional engineering services on an “as needed” basis throughout Hanover County. Upon execution of a term contract, the County intends to assign engineering separate tasks to complete the design of proposed turn lane improvements at the intersection of Atlee Rd & U.S. Route 301 (UPC 77121) and Sliding Hill Rd & Airpark Rd (UPC 71354). Additional tasks may be assigned over the contract term.
- 1.2 Work assigned under this contract shall be accomplished utilizing computerized design and drafting systems compatible the Virginia Department of Transportation’s automated database, design and drafting systems. VDOT’s current roadway design system is GEOPAK Civil Design Software (2004 edition, Version 8); the drafting system is Microstation. The latest version of the systems shall be utilized.
- 1.3 All work products and deliverables shall be in accordance with federal, state, and local standards, specifications, policies, rules, regulations, requirements, procedures and guidelines as applicable. In the case of a conflict, the more stringent standard, specification, policy, rule, regulation, requirement, procedure and guideline shall prevail.
- 1.4 This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services. The County reserves the right to accept or reject any and all proposals, to negotiate with any qualified firm or to modify or cancel in part or in its entirety this RFP if it is in the best interest of the County to do so.
- 1.5 Mandatory provisions of this RFP are indicated by the inclusion of the words "shall" or "must" to identify the Offeror's obligations.

## **2.0 SCOPE OF SERVICES**

- 2.1 The Scope of Services shall include all professional engineering services necessary for the satisfactory accomplishment of the designated task. These services may include, but are not necessarily limited to, the following:
  - Surveying
  - Road Plans
  - Traffic Operations and Analysis
  - Traffic Signal Design
  - Geotechnical Investigation & Analysis
  - Environmental Studies and Permitting
  - Public Involvement
  - Right-of-Way Appraisals and Acquisition
  - Design Waivers/Exceptions
  - Traffic Management Plan
  - Utility Designation and Coordination
  - Utility Plans
  - Hydraulic and Hydrologic Analysis
  - Storm Water Management
  - Bid Document Preparation
  - Construction Engineering & Inspection

A separate scope of services outlining all work products and deliverables, schedule, and fee shall be negotiated prior to the assignment of any task.

## **3.0 GENERAL OPERATION OF “AS NEEDED” TERM CONTRACTS**

- 3.1 Services under the resultant contract(s) shall be provided on an “as needed” basis upon requests by the County.

- 3.2 Prior to beginning work on any project, the Contractor(s) may be required to meet with the appropriate County staff to obtain the proposed scope of work, schedule for completion and any other parameters for the project. The Contractor(s) shall evaluate existing conditions, including making site visits and any other activities necessary to properly assess the project.
- 3.3 The Contractor(s) shall prepare a written proposal in a format acceptable to the County, and submit it to the appropriate County staff. Each written proposal shall include at a minimum: (1) name or title of project, if applicable; (2) date of proposal; (3) Contract Purchase Order Number and/or reference to the original contract documents; (4) scope of services, including any sub-contractors and special consultants; (5) not-to-exceed project fee based upon the current contract hourly rates and projected man-hours by employee classification, estimated types and number of tests, reimbursable expenses, etc.; (6) schedule of completion based upon the projected Notice to Proceed date; (7) statement that "All terms and conditions of the CONTRACT shall remain in effect"; (8) list of items to be furnished by the County, if applicable.
- 3.4 Approval to begin work on each project shall be evidenced by written purchase order or change order issued by the Purchasing Department. No work shall be performed prior to the issuance of a purchase order and no changes in the work made without a written change order.
- 3.5 The Contractor(s) shall retain all tests samples for each project for one year after notification by the County that the project is completed. Upon said notification, the Contractor(s) shall either discard, or at the option of the County, transfer the samples to the County.

#### **4.0 PROPOSED SCHEDULE OF IMPLEMENTATION**

| <u>Date</u>              | <u>Schedule of Items</u>            |
|--------------------------|-------------------------------------|
| November 19, 2010        | Issue Request for Proposals         |
| December 2, 2010         | Pre-Proposal Conference, 10:30 a.m. |
| December 17, 2010        | Proposals Due, prior to 3:00 p.m.   |
| Week of January 17, 2011 | Discussions with Selected Offerors  |
| Week of January 24, 2011 | Award Recommendation                |
| Week of February 1, 2011 | Award of Contract                   |

#### **5.0 PROPOSAL PREPARATION**

- 5.1 The response to this RFP shall be organized as follows:
- 'Request For Proposals Title Pages' (Pages 1-3 of the RFP) (see Section 5.6)
  - Offeror's Response to RFP Elements (see Sections 5.7, 5.13-5.15)
  - 'GSA Form 330' (see Section 5.8)
  - Corporate Affiliation (see Section 5.9)
  - 'Certification Regarding Debarment' Form (see Section 5.12)
  - 'Firm Data Sheet' (see Section 9.3)
  - Evidence of Insurance (see Section 10.5)

Proposals are not limited in size; however they should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Each copy of the proposal should be bound with all documentation in a single volume if practical. Incomplete proposals may be determined nonresponsive. Any erasures or corrections must be initialed by the Offeror in ink.

- 5.2 **An original, so marked, and four copies, so marked, for a total of five copies of your proposal document are required. Submit proposals in a sealed, opaque envelope, or other manner to prevent revealing of contents, and label with the RFP number, title, due date and time on the outside of the envelope or package.** The County will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the County will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of the RFP shall be grounds for the County to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposal received in this manner will not be considered. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals.
- 5.3 The County and its officials, employees and agents will copy and use all documents submitted in response to this RFP for various purposes related to analysis, evaluation, and decision to award a contract. All responses to this RFP will become the property of the County. Following award the County may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The Offeror agrees to indemnify, defend and hold the County, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.
- 5.4 The County's proposed contract documents in **APPENDIX A** and the RFP contain terms and conditions the County favors and intends to use for the resultant contract. **If the Offeror wishes the County to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any Offeror receiving a contract award shall be required to execute a contract in substantial compliance with the County's standard contract and will be required to furnish all other required contract documents including tax identification or social security number within fifteen (15) days after receipt of notification that the contract is ready for signature; otherwise, the County may award the contract to another Offeror.
- 5.5 The County will not be responsible for any expense incurred by the Offeror in preparing a response to this RFP.
- 5.6 Furnish the information requested on the **'Request for Proposals Title Page'** (pages 1-3 of the RFP) and include it as the first three pages of your proposal. The name stated on page 3 must be the full legal name of the firm, and the address must be that of the office which will have the primary responsibility for the services provided. **The original proposal shall be signed in ink.**

5.7 Provide information that best demonstrates your firm's capabilities in the following areas:

- Overview of Professional Services
- Profile of Project Manager & Project Team\*
- Timely Project Delivery (see Section 5.10)
- Quality Control/Quality Assurance (see Section 5.11)
- Other Information Requested in the RFP
- References

\*The Project Manager shall have a minimum of five (5) years experience in the management of road design projects.

5.8 'GSA Form 330' shall be submitted with your response. In Part I, Section E, indicate only the key personnel that will be assigned to the Project. Key personnel are defined as those to whom the Project will be assigned and who will perform a significant role in the design or other services being provided.

All individuals identified as key personnel shall remain on the Offeror's team for the duration of the procurement process and, if the Offeror is awarded a contract, the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the County, who, at its discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in elimination of the Offeror from further consideration.

Information furnished in 'GSA Form 330' may be repeated elsewhere in the proposal as necessary to provide a complete and cohesive response.

5.9 Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If you are unsure whether or not another firm is an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. An affiliate is considered any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.

5.10 It is the County's desire that Projects are developed in a timely manner. Provide a representative list of projects during the past five years in which your firm was the lead engineer and indicate the duration in months to complete the design (notice-to-proceed to plan approval). In addition, indicate the construction cost (estimated cost if actual is not available) and discuss any extenuating circumstances that may have prolonged plan approval.

5.11 Describe your process and controls to ensure the highest possible level of quality throughout all phases of the work. Your proposal should demonstrate that quality control/quality assurance is an integral part of the firm's management practice, and that errors and omissions, no matter how minor they may be, are not considerable acceptable.

5.12 Indicate, by executing and returning the 'Certification Regarding Debarment' forms included in **APPENDIX B**, if your firm, sub-consultant, sub-contractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:

- 5.12.1 Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- 5.12.2 Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- 5.12.3 Has a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

- 5.13 If the Offeror or sub-consultant does not have the in-house capability to provide non-professional services, each with an estimated cost of \$5,000 or greater, such as diving services, soil drilling, sampling services or laboratory testing, these services must be subcontracted in accordance with State procurement procedures, with no DBE or SWaM credit in the selection of the most qualified firm or team. Clearly indicate these services in your response.
- 5.14 Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services necessary to successfully complete the Project or which the Offeror deems is relevant to its selection.
- 5.15 Based on the information provided in the RFP, the Offeror should identify all materials and services expected from the County in addition to general assistance.
- 5.16 Professional fees are **NOT** to be submitted with the proposal response.

## **6.0 CRITERIA FOR PROPOSAL EVALUATION**

Criteria to be utilized in evaluating proposals are:

### **6.1 Offeror**

- 6.1.1 Overall qualifications and experience of the Firm, Project Team and any Sub-consultants/Sub-contractors, including previous experience in providing the requested services.
- 6.1.2 Overall qualifications and experience of the Project Manager.
- 6.1.3 Information provided by references.
- 6.1.4 Overall quality of proposal response.
- 6.1.5 Contract language and agreements required, including exceptions to the County's standard contract form and General Terms and Conditions.

### **6.2 Response Capability**

- 6.2.1 Demonstrated ability to complete engineering assignments in a timely manner.

6.2.2 Commitment of necessary resources to meeting project deadlines.

6.3 Project Understanding and Approach

6.3.1 Knowledge and understanding of the project objectives.

6.3.2 Proposed methodology and approach to achieve the project objectives.

7.0 AWARD OF CONTRACT

7.1 The County intends to make award to multiple Offerors. The County shall engage in individual discussions with two (2) or more Offerors it deems to be fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews are permissible. Offerors will be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed contract, as well as alternative concepts.

7.2 At the conclusion of discussions, on the basis of the evaluation criteria so stated in the RFP and all information developed in the selection process to this point, the County shall select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror(s) ranked highest. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked highest shall be formally terminated and negotiations conducted with the Offeror ranked next highest, and so on until a contract is awarded at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

7.3 Any Offeror who desires to protest the award of a contract shall submit such protest in writing to the County no later than 10 days after the award or announcement of the award, whichever occurs first. Public announcement of the award shall be posted on a bulletin board outside the Purchasing Department for a period of at least 10 calendar days.

8.0 CONTRACT TERM, RENEWAL, PRICE ESCALATION AND TERMINATION

8.1 The initial term of this contract shall be one year from the contract date, or when the cumulative total project fees reach the maximum amounts described herein. **Final contract pricing shall remain firm for the initial term of the contract.** The total amount for all projects performed by each Engineer under each contract shall not exceed five million dollars (\$5,000,000) for each contract term. The project fee shall not exceed one million dollars (\$1,000,000) for any single project.

8.2 The contract may be renewable for four additional one year periods, upon mutual consent of the parties to the contract. For future contract periods, price increases shall be limited to the percentage increase in the Consumer Price Index, Table 4 (<http://stats.bls.gov/news.release/cpi.t04.htm>), Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

- 8.3 The Contractor shall give the County Purchasing Department written notice of its intention to terminate the contract, **or not to renew the contract**, at least 60 days prior to the proposed termination or renewal date of the Contract. See Paragraph 10.12 of the General Terms and Conditions for the County's termination provisions.

## **9.0 CIVIL RIGHTS**

- 9.1 The County assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The Offeror and all sub-consultants selected for this project will be required to submit 'VDOT Title VI Evaluation Form' (EEO-D2) within ten (10) work days of notification of selection. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
- 9.2 The County does not discriminate because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- 9.3 It is the policy of the Virginia Department of Transportation and Hanover County that Disadvantage Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.state.va.us/>) under the DBE Directory link. Offerors are encouraged to take all necessary reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. All Offerors that intend to subcontract a portion of the services on the project are encouraged to seek out and consider DBEs as potential sub-contractors. Offerors are encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between an Offeror and a DBE whereby the DBE promises not to provide services to other potential Offerors is prohibited.
- 9.3.1 49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the 'Firm Data Sheet' included in **APPENDIX C**. VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. The successful Offeror will be required to complete 'VDOT Form C-63' for both State and Federally funded projects on quarterly basis.
- 9.3.2 Any DBE or SWaM firm must become certified with the Virginia Department of Minority Business Enterprise prior to submission of your proposal response. If a DBE or SWaM firm is the Offeror, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM sub-consultants. DBE or SWaM Offerors are encouraged to make the same outreach efforts as other Offerors. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime Offeror subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM Offeror must perform or exercise responsibility for at least 30% of the total cost of the contract with its own personnel.
- 9.3.3 DBE or SWaM certification entitles Offerors to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

9.4 The BOWD Center is a VDOT developmental supportive services program and partnering initiative funded by FHWA for selected DBE firms of various skill and competence levels interested in entering, enhancing or expanding highway contracting opportunities with Offerors. The partnering initiative between Offerors and BOWD DBE firms provides the opportunity for the further development of DBE firms through performance on contracts and guidance from Offerors. The intent of this partnering initiative is to increase capacity by perfecting existing skills and knowledge, expanding into new work areas, and Offeror joint venturing with DBE firms.

9.4.1 Offerors are encouraged to achieve all or a percentage of the required DBE participation/goals determined for this project by the utilization of BOWD approved firms. For assistance in utilizing approved BOWD firms, contact the BOWD Center at (804) 662-9555 or via email at [BOWDCenter@vdot.virginia.gov](mailto:BOWDCenter@vdot.virginia.gov). For further information on the BOWD Center and to view the DBE profiles, go to [www.virginiadot.org/business/BOWD.asp](http://www.virginiadot.org/business/BOWD.asp). The DBE goal for this contract is 0%.

## **10.0 GENERAL TERMS AND CONDITIONS**

References to "Contractor" in this section are to the successful Offeror who enters into a contract with the County.

### **10.1 Registration, Certification, and Licensing**

All business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission (A Business Registration Guide is available on the Internet at <http://www.state.va.us/scc/division/clk/brg.htm>). Foreign Professional Corporations and Foreign Professional Limited Liability Companies must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional and Occupational Regulation, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (<http://www.state.va.us/dpor>). Board regulations require that all professional corporations and business entities that have branch offices located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. Registration involves completing the required application and submitting the required registration fee for each and every branch office location in the Commonwealth. All branch offices which offer or render any professional service must have at least one full-time resident professional in responsible charge that is licensed in the profession offered or rendered at each branch. All firms involved that are to provide professional services must meet this criterion prior to submitting a proposal. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

### **10.2 Employment of Illegal Aliens**

The County will not consider for award any cost proposals submitted by any Offerors and will not consent to subcontracting any portions of the contract to any sub-consultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

### 10.3 Method of Payment

The method of payment for this contract will be lump sum. For purpose of determining the lump sum fee, an overhead rate shall be established in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. The overhead rate shall be established by an audit by a cognizant government agency or independent CPA firm.

### 10.4 FAR Audit Data

All firms submitting proposals (Offerors, joint ventures and sub-consultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures" and 23CFR172, "Administration of Negotiated Contracts." The top ranked Offeror for the project (Offeror, joint ventures and sub-consultants) must submit their FAR audit data to the County within 10 work days of being notified of their selection. Should any firm on the Offeror's team fail to submit the required audit data within the 10 work days, negotiations may be terminated by the County and the next most qualified team invited to submit a proposal.

### 10.5 Insurance Coverage

10.5.1 The proposal should address the insurance coverage of the Offeror. A sample insurance certificate submitted as part of the proposal is the preferred method of indicating coverage. (Original certificates of insurance signed and provided by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies evidencing that the required insurance is in effect, shall be provided to the County Purchasing Department prior to award of the contract, and within seven (7) days of any written request a certificate, and for each year for five (5) years after Final Payment for the Work with respect to products and completed operations liability.)

10.5.2 The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the County, as will protect itself and the County from claims which may arise out of or result from the execution of the Work, whether such execution be by itself, its employees, agents, sub-contractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability (if required by statute), Commercial General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability), Automobile Liability, and Professional Liability Insurance. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. Insurers should have a rating of "A-", Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the County. Applicable insurance policies should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to the County Purchasing Department. Hanover County, Virginia and its elected and appointed officials, officers, consultants, agents and employees should be named as additional insureds on the Contractor's Commercial General Liability insurance.

### 10.6 Records Exclusion from Public Disclosure

The Offeror shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information. Trade secrets or proprietary information submitted in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason

why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

#### 10.7 Unethical and Illegal Practices

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

10.7.2 By submitting its proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-contractor in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

#### 10.8 Independent Contractor

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

#### 10.9 Rejection of Proposals

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

#### 10.10 Withdrawal of Proposals

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

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

#### 10.11 Contractor Registration/County Licensure

- 10.11.1 If required in order to perform any of the work in this Request, the Bidder certifies that the Bidder has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the bid documents, prior to submitting the bid, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications. If required for the work called for in the Request, the Contractor shall also obtain a License from the Hanover County Commissioner of Revenue.
- 10.11.2 Foreign corporations transacting business in Virginia are required to have a certificate of authority from the State Corporation Commission prior to signing any contract with the County.

#### 10.12 Contract Termination

- 10.12.1 The County may, by written notice to the Contractor, terminate this contract at any time for the County's convenience by giving at least 30 calendar days prior written notice of such termination and specifying the date of such termination. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected upon receipt of termination notice; and (2) deliver to the County, within 30 days, all finished and unfinished documents, data, studies, maps, models, photographs, reports, computations, estimates, summaries, computer programs, and such other information, materials and documents as may have been provided by the County or prepared by the Contractor or accumulated by the Contractor during the performance of this contract and all such material shall become the property of the County. In the event of a termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to the termination date, with reimbursable expenses then due, which may include reasonable and necessary costs of the Contractor, approved by the County, in reporting to the County, compiling data for the County, and completing a report for the County on the services performed to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach, act or omission by the Contractor.
- 10.12.2 If, except as specified above, through any cause the Contractor shall fail to perform in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the terms of this contract, the County shall have the right, at its option, to terminate this contract immediately upon giving written notice as provided for herein.
- 10.12.3 If funds are not appropriated for this contract for any County fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the County shall not be liable for future payments or for cancellation or termination charges.

#### 10.13 Ownership of Documents

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

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

10.14 Royalty and License Fees and Copyright, Trademark and Patent Protection

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

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

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

10.15 Taxes

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

10.16 Damage to Property

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

10.17 Compliance with Requirements

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

10.18 Legal Proceedings

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

10.19 Severability

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

## 10.20 Contractual Provisions Included Pursuant to Statutes

### 10.20.1 Nondiscrimination and Drug-Free Workplace

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

- 10.20.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 10.20.1.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 10.20.1.3 Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 10.20.1.4 The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 10.20.1.5 The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

### 10.20.2 Payments to Sub-contractors

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

- 10.20.2.1 Should any sub-contractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:

- 10.20.2.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to this Contract, either:
- 10.20.2.1.2 Pay the sub-contractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the sub-contractor; or
- 10.20.2.1.3 Notify the County, as applicable, and the sub-contractor, in writing, of the intention to withhold all or a part of the sub-contractor's payment with the reason for nonpayment. Written notice to the County shall be given to: Hanover County Administrator, P.O. Box 470, Hanover, VA 23069-0470.
- 10.20.2.2 The Contractor shall pay interest to the sub-contractor, at the rate of one (1) percent per month on all amounts owed to the sub-contractor that remain unpaid after seven (7) days following receipt of payment from the County for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.
- 10.20.2.3 The Contractor shall include in each of its subcontracts a provision requiring each sub-contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub-contractor.
- 10.20.2.4 The Contractor's obligation to pay an interest charge to a sub-contractor shall not be an obligation of the County.
- 10.20.2.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

10.20.3 Contractual Claims

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

10.20.4 Ethics in Public Contracting

10.20.4.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Director upon request.

10.20.4.2 The provisions of this section supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

10.21 Indemnification

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

10.22 Audit

10.22.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five (5) years after the effective date of final payment or contract termination. During this five (5) year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

10.22.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.

10.22.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the County's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

10.23 Faith-based Organizations

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

**ISSUED BY: Kimberly H. Mitchell, CPPB**  
**Purchasing Officer**  
**Phone: (804) 365-6104**  
**Facsimile: (804) 365-6100**  
**Email: [khmitchell@co.hanover.va.us](mailto:khmitchell@co.hanover.va.us)**

**APPENDIX A**  
**SAMPLE FORM CONTRACT**

**RFP No. 10-031712-2154KM**  
**Professional Engineering Services – Road Projects**

**CONTRACT**

The parties to this CONTRACT, entered into \_\_\_\_\_, 2011 are HANOVER COUNTY, a political subdivision of the Commonwealth of Virginia, ("the County"), and \_\_\_\_\_, ("the Engineer") located at \_\_\_\_\_.

**ARTICLE 1. SCOPE OF SERVICES.**

- 1.1 The Engineer shall provide all necessary and appropriate professional engineering services on an "as needed" basis, to assist the County in completing assigned projects of the type stated in the **SCOPE OF SERVICES** in the Contract Documents consisting of Request for Proposals No. 10-03xxxx-xxxxKM, and the proposal response of the Engineer dated \_\_\_\_\_, 2010, as modified by this CONTRACT.

**PROJECT: Professional Engineering Services – Road Projects.**

Project is intended to provide "as needed" engineering services for \_\_\_\_\_.

- 1.2 The services to be provided by the Engineer shall also include such technical, engineering, consulting and associated services as may from time to time during the term of this CONTRACT be requested and authorized by the County consistent with the general Scope of Services described in Request for Proposals referenced in paragraph 1.1 immediately above.
- 1.3 It is the intent of the County and the Engineer that the Engineer act as an independent, expert advisor and consultant and that the Engineer shall undertake appropriate studies and investigations and provide information and advice for the agreed upon scope concerning each Task assigned. In performing its services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality to provide the County with all necessary information and its professional advice and opinion on everything within the assigned Scope of Work the County reasonably needs to know and understand to make informed decisions concerning each Task assigned the Engineer.
- 1.4 As specific services are requested by the County, they shall be particularly described in a written Scope of Services for each Task prepared by the Engineer in a form acceptable to the County, subject to County approval, and authorized by a purchase order issued by the Purchasing Department. The Scope of Services for each Task shall incorporate the terms and conditions of this CONTRACT by reference, a description of the services to be performed by the Engineer and any sub-contractors or special consultants, any items the County is required to furnish to the Engineer, the Contract Price negotiated for the Task and the project schedule. The Scope of Services shall be signed by a representative of the Engineer with authority to bind the Engineer in contractual matters.
- 1.5 The Engineer shall not be responsible for the failure of any County contractor, its sub-contractors, vendors or other project participant to fulfill contractual or other responsibilities to the County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, order, criteria or standards. This limitation shall not apply to any sub-contractors or special consultants of the Engineer participating in this project. The Engineer shall be responsible for informing the County of any such failure or non-compliance of which it becomes aware in the course of performing under the terms of this CONTRACT.

- 1.6 By mutual agreement, the parties may change the Scope of Services outlined in paragraphs 1.1 and 1.2 of this Article 1 by adding any activity of a nature similar to those included in the Scope of Services or by making changes within the Scope of Services. Should a change result in a modification in either the negotiated price or the time required for performance of services under this CONTRACT, a compensation adjustment, based upon the rates in **ATTACHMENT A** consisting of \_\_\_ page numbered A-1 through A-\_\_\_, and/or a time adjustment shall be negotiated. All additions and changes to the Scope of Services shall be described in written form by the Engineer, in a form acceptable to the Purchasing Director, approved by the Director of the appropriate County department, or his designee, made by written Addendum to this CONTRACT, approved by the Board of Supervisors, if applicable, and authorized by a written Change Order issued by the County's Purchasing Department.

## **ARTICLE 2. COMPENSATION.**

- 2.1 The Contract Price for individual Tasks may be negotiated to be a lump sum for services basis or an hourly rate basis with a not-to-exceed maximum, as mutually agreed to by the parties. The lump sum or not-to-exceed Contract Price shall be established based upon the rates in **ATTACHMENT A**, plus direct expenses which are included in the Scope of Work submitted pursuant to paragraph 1.4 above, if approved by the County. The Contract Price may be modified in accordance with paragraph 1.6 above.
- 2.2 For future contract periods, increases in the rates in **ATTACHMENT A** to this CONTRACT shall be limited to the percentage increase in the **Consumer Price Index, Table 4 (<http://stats.bls.gov/news.release/cpi.t04.htm>), Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics**. The base price to which any adjustments will be made shall be the prices in effect during the CONTRACT term prior to the proposed term.

## **ARTICLE 3. PAYMENT PROCEDURES.**

- 3.1 The Engineer will submit to the County itemized invoices for payment each month covering services performed under the CONTRACT in the previous calendar month.
- 3.1.1 For Hourly Rate assignments, each invoice shall directly attribute each charge to some specific service, task or phase called for in the assigned Task, and shall include an assessment of progress. If the County determines that progress toward completion of the assigned task is not commensurate with the invoiced amount, the Engineer shall substantiate the invoiced amount to the County's satisfaction or revise the invoice.
- 3.1.2 For Lump Sum assignments, invoices shall be on a percent complete basis by task, said percent complete shall include both labor and expenses. If the County determines that the progress toward completion of the assigned task is not commensurate with the invoiced amount, the Engineer shall substantiate the invoiced amount to the County's satisfaction or revise the invoice.
- 3.1.3 Backup documentation for each invoice shall be provided in detail satisfactory to the County. The Engineer's records supporting such invoices and documentation shall be made available to the County upon reasonable request. The Engineer agrees to retain all records, documents and support materials relevant to this CONTRACT for a period of five years following final payment by the County, and to make those records available to the County upon request.
- 3.2 Payments to the Engineer shall be made within 30 days after receipt of any invoice provided the invoice is approved by the County.

- 3.3 Payment to the Engineer shall not be considered as evidence of satisfactory performance of the services by the Engineer, either in whole or in part, nor shall payment be construed as acceptance by the County of poor or defective services.

#### **ARTICLE 4. COUNTY'S RESPONSIBILITIES**

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

#### **ARTICLE 5. TERM.**

- 5.1 The Engineer shall commence its services under this CONTRACT upon receipt of a written Purchase Order for each respective Task assigned. The Engineer shall notify the Director of the appropriate County department, or his designee, upon receipt of the purchase order. The initial term of the CONTRACT shall be one year. By mutual written consent, the CONTRACT may be renewed for four additional years, one year at a time. The total amount for all projects performed shall not exceed five million dollars (\$5,000,000) for each contract term. The project fee shall not exceed one million dollars (\$1,000,000) for any single project. Should any services related to a specific project be started and not be completed prior to the expiration of the CONTRACT term, the CONTRACT may be extended for a period necessary for completion of that specific Task. The Engineer shall complete that specific project at the Contract Price.
- 5.2 All services and all work shall be conducted so as to be completed no later than the time limits set out in the project schedule for each assigned Task, unless modified by written Change Order issued by the County's Purchasing Department.
- 5.3 Extension of Contract Term  
The County Purchasing Department, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

#### **ARTICLE 6. PROJECT MANAGEMENT**

- 6.1 The Engineer shall assign sufficient qualified personnel for completion of the Project within the agreed upon schedule.
- 6.2 The Engineer's Project Manager shall be responsible for administering, carrying out and coordinating all of the respective duties of the Engineer under the provisions of this CONTRACT. Through its Project Manager, the Engineer shall be directly responsible to the County for the conduct and quality of all services called for in Article 1 above.
- 6.3 Once so designated, the Engineer's Project Manager shall not be changed except, 1) as specifically allowed or requested by the County, whereupon such change shall be made as soon as reasonably possible, or 2) for termination of the Project Manager's employment with the Engineer, or 3) for other reasons outside the Engineer's reasonable control.

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

#### **ARTICLE 7. SUBCONTRACTING.**

- 7.1 Except for any sub-contractors listed in this CONTRACT, the Engineer shall not subcontract any additional portions of the work or employ special consultants beyond what is defined in this CONTRACT without the express written consent of the County.
- 7.2 A description of any work or consultation the Engineer proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed sub-contractor or special consultant and a schedule of its costs, fees, rates and charges. This submittal shall also include a list of the key personnel that the sub-contractor or special consultant will assign to the project.
- 7.3 All work performed by any sub-contractor or special consultant shall be coordinated by the Engineer and the Engineer will be responsible to the County for all work performed by any sub-contractor or special consultant.

#### **ARTICLE 8. OWNERSHIP OF DOCUMENTS.**

- 8.1 The Engineer agrees that all information and materials gathered and/or prepared by or for it under the terms of this CONTRACT shall be delivered to, become, and remain the property of the County upon completion of the work or termination of the CONTRACT. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Engineer.
- 8.2 All documents prepared by the Engineer pursuant to this CONTRACT are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Engineer.

#### **ARTICLE 9. INSURANCE.**

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

- 9.1.1 Workers' Compensation covering Engineer's employees as required by Virginia law and Employers' Liability with limits as follows:

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

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

- 9.1.3 Commercial General Liability with limits as follows:

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

9.1.4 Business Auto Liability with limits as follows:

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

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

9.1.6 Other: \$ x,000,000.00

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

#### **ARTICLE 10. CONFLICT OF INTEREST**

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

#### **ARTICLE 11. NOTIFICATION**

11.1 Any notice required by this CONTRACT shall be effective if given by registered mail, return receipt requested, to Engineer, \_\_\_\_\_ name \_\_\_\_\_, \_\_\_\_\_ address \_\_\_\_\_; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to the Director of \_\_\_\_\_, Post Office Box 470, Hanover, Virginia 23069-0470. The Engineer agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

#### **ARTICLE 12. OTHER MATTERS**

12.1 It is mutually understood and agreed:

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

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

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

#### **HANOVER COUNTY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_(SEAL)  
Alan Wright  
Director of Purchasing

**FIRM NAME**

\_\_\_\_\_  
Date

By: \_\_\_\_\_(SEAL)  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT – A

### ADDITIONAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Engineer shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Engineer. It shall at all times observe and comply with, and shall cause its agents, sub-contractors and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the County and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, sub-contractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or decree, the Engineer shall immediately report the same to the Department in writing.
2. **VIRGINIA PROHIBITED EMPLOYMENT DISCRIMINATION:** The Engineer, its agents, employees, assigns or successors, and any person, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Section 2.2-4311 of the Code of Virginia (1950), as amended. During the performance of this Agreement, the Engineer agrees as follows:
  - 2.1 The Engineer will 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 Engineer. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.2 The Engineer, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, will state that the Engineer is an equal opportunity employer.
  - 2.3 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.

The Engineer will include the provisions of the foregoing paragraphs 2.1, 2.2 and 2.3 in every subcontract or purchase order of over \$10,000, so that such provisions will be binding upon each sub-contractor or vendor.
3. **NON-DISCRIMINATION PROVISION:** The Engineer agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, sex or national origin; and further agrees to abide by Executive Order No. 11246 entitled “Equal Employment Opportunity,” as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Section 49 CFR 21 is incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The Engineer shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.
  - 3.1 In the event of the Engineer’s noncompliance with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
    - 3.1.1 withholding of payments to the Engineer under this Agreement until the Engineer complies; and/or
    - 3.1.2 cancellation, termination or suspension of this Agreement, in whole or in part.

4. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:** During the performance of this Agreement, the Engineer, for itself, its assignees and successors in interest (herein referred to as “the Engineer”), agrees as follows:
- 4.1 **Compliance with Regulations:** The Engineer will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 4.2 **Nondiscrimination:** The Engineer, with regard to the services provided by it after award and prior to completion of this Agreement, will not discriminate on the grounds of race, religion, color, sex, national origin, age or handicap in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services cover a program set forth in Appendix B of the Regulations.
- 4.3 **Solicitations for Sub-consultants:** In all solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the Engineer of the Engineer’s obligations under this Agreement.
- 4.4 **Information and Reports:** The Engineer will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information. Engineers and sub-consultants with 15 or more employees will submit an updated Title VI Evaluation Report (EEO-D2) annually as long as the Engineer or sub-consultant is performing in accordance with this Agreement.
- 4.5 **Sanctions for Noncompliance:** In the event of the Engineer’s noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
- 4.5.1 withholding of payments to the Engineer under this Agreement until the Engineer complies, and/or
- 4.5.2 cancellation, termination or suspension of this Agreement, in whole or in part.
- 4.6 **Incorporation of Provisions:** The Engineer will include the provisions of paragraphs 4.1 through 4.5 in every subcontract of \$10,000 or more, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Engineer will take such action with respect to any sub-contractor or procurement as the County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the Engineer becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Engineer may request the County to enter into such litigation to protect the interests of the County and, in addition, the Engineer may request VDOT and the United States to enter into such litigation to protect the interests of the Commonwealth and United States.

5. **CERTIFICATION REGARDING NON-SEGREGATED FACILITIES:** By the execution of this Agreement, the Engineer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Engineer further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed sub-contractors and material suppliers for specific time periods, it will obtain identical certification from proposed sub-contractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding \$10,000, and that it will retain such certifications in its files.
6. **DISADVANTAGED BUSINESS ENTERPRISES/SMALL, WOMAN AND MINORITY BUSINESS:** The Engineer, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreement by reference. The Engineer shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Subpart E of 49 CFR 26, Section 26.13 requires each contract signed with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance:
- 6.1 The contractor, sub recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 6.2 Further, the Engineer agrees to provide the County with the dollar amount contracted and name of each sub-contractor which identifies itself as a DBE. The DBE goal for this Contract is 0%.
- 6.3 In accordance with the Governor’s Executive Order No. 33, the VDOT also requires the utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of Engineer contracts. The Engineer shall take all necessary and reasonable steps in accordance with Executive Order No. 33, to ensure that SWaM firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Further, the Engineer agrees to provide the County with the dollar amount contracted and name of each sub-contractor which identifies itself as a SWaM. The SWaM goal for this Contract is 0%.
- 6.4 VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. Therefore, the Engineer will be required to complete the DBE and SWaM Payment Compliance Report, C-63 form on a quarterly basis.
- 6.5 In the event of the Engineer’s noncompliance with the DBE/SWaM participation for the services indicated in Expression of Interest in response to the RFP, Attachment D, Scope of Work and Fee Proposal of this Agreement, the County shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- 6.5.1 withholding of payments to the Engineer under this Agreement until the Engineer complies, and/or
  - 6.5.2 cancellation, termination or suspension of this Agreement, in whole or in part.
- 7. **TDD/TTY EQUIPMENT FOR THE DEAF:** When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the Engineer agrees to ensure that all citizens have equally effective communication. The Engineer agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The Engineer will provide notice of a TDD/TTY number whenever a standard telephone number is provided.
- 8. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing this Agreement, the Engineer certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- 9. **OCCUPATIONAL SAFETY AND HEALTH STANDARDS:** The Engineer shall not require any individual employed in the performance of this Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any subcontract entered into pursuant to this Agreement.
  - 9.1 In addition, the Engineer shall abide by the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1-51.1 of the Code of Virginia. Any violation of the aforementioned requirements or duties which is brought to the attention of the Engineer by any person shall be immediately abated.
- 10. **CERTIFICATION REGARDING DEBARMENT:** By the execution of this Agreement, the Engineer certifies to the best of its knowledge and belief, that it and its principals:
  - 10.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 10.2 Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; and have not been convicted of any violations of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - 10.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - 10.4 Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 11. **CORRECTION OF ERRORS:** The Engineer shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. The Engineer will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse the County for any costs incurred. Acceptance of the plans or reports by the County shall not relieve the Engineer of the responsibility of subsequent correction of errors.

12. **PAYMENT TO SUB-CONTRACTORS:** In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4342 through 2.2-4356 of the Code of Virginia (1950), as amended), the Engineer shall make payment to all sub-contractors within seven (7) days after receipt of payment from the County, or shall notify the County and sub-contractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment.
- 12.1 In the event payment is not made as noted, the Engineer shall pay interest at the rate of one percent per month to the sub-contractor, unless otherwise provided in this Agreement, on all amounts that remain unpaid after seven (7) days except for the amounts withheld according to this Agreement.
- 12.2 The County does not require retainage to be withheld by the Engineer on any subcontracts. If the Engineer elects to withhold retainage on subcontracts, prompt payment of the retainage shall be made to the sub-contractors within the later of 60 days after the final billing is received by the Engineer from the sub-contractor or the satisfactory acceptance of the services by the Department. The County will notify the Engineer and the sub-contractor in writing when the services have been satisfactorily accepted. If the retainage is not promptly paid, the Engineer shall notify the Department and the sub-contractor in writing as to the reasons for not making payment.
- 12.3 These same requirements shall be included in each sub-contractor agreement and shall be applicable to each lower-tier sub-contractor.
13. **COMPLIANCE WITH LOBBYING RESTRICTIONS** (This section only applies to agreements using federal funds.): By signing this Agreement, the Engineer certifies that:
- 13.1 Since promulgation of the federal requirements implementing Section 319 of PL 101-121, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- 13.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Engineer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 13.3 The Engineer shall require that the language of this certification be included in all subcontracts at all tiers, and that all sub-contractors shall certify and disclose accordingly.
14. **RECORDS:** The Engineer and sub-contractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Engineer's offices at all reasonable times and will be subject to audit and inspection by the County, VDOT or any authorized representatives of the Federal Government.
- 14.1 Evidence of costs incurred by a sub-contractor shall be made available at its office at all reasonable times during the contract period between the Engineer and the sub-contractor and for three years after written acceptance by the Engineer, for audit and inspection by the County, VDOT or any authorized representatives of the Federal Government. It shall be the Engineer's responsibility to notify the County, in writing, of the completion of that sub-contractor's portion of the services so that the records of the sub-contractor can be audited within the three-year retention period. Failure to do so may result in the

Engineer's liability for any costs not supported by the proper documentation for the sub-contractor's phase of the services. Final payment for the sub-contractor's phase of the services will be made after total costs are determined by the final audit of the sub-contractor.

15. **DRUG-FREE WORKPLACE**: During the performance of this contract, the Engineer agrees to:

- 15.1 Provide a drug-free workplace for the Engineer's employees
- 15.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- 15.3 State in all solicitations or advertisements for employees placed by or on behalf of the Engineer that the Engineer maintains a drug-free workplace
- 15.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
- 15.5 For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Engineer, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**APPENDIX B – SUBMIT WITH PROPOSAL RESPONSE**

**CERTIFICATION REGARDING DEBARMENT**  
**PRIMARY COVERED TRANSACTIONS**

Project: Professional Engineering Services - Road Projects

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

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

CERTIFICATION REGARDING DEBARMENT  
LOWER TIER COVERED TRANSACTIONS

Project: Professional Engineering Services - Road Projects

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

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**APPENDIX C – SUBMIT WITH PROPOSAL RESPONSE**

**FIRM DATA SHEET**

Funding: \_\_\_\_ (S=State; F=Federal)

Project No.: \_\_\_\_\_

Division: \_\_\_\_\_

RFP Due Date: \_\_\_\_\_

The Offeror is responsible for submitting the information requested below on all firms on the project team, both prime and sub-consultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data may result in the response to the RFP not being considered.

| Firm's Name and Address | Firm's DBE Status* | Firm's Age | Firm's Annual Gross Receipts |
|-------------------------|--------------------|------------|------------------------------|
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\*Y=DBE Firm Certified by VDOT; N=DBE Firm Not Certified by VDOT; NA=Firm Not Claiming DBE Status