



REQUEST FOR PROPOSALS

**General Architectural and Engineering Services to include
Miscellaneous Civil and Architectural Engineering Services, Mechanical, Electrical, Structural and
Professional Surveying Services**

**RFP No: 10-011-BGH
Date: October 30, 2009
County of Gloucester
Central Purchasing Office
6467 Main Street – 1st Floor
Gloucester, VA 23061
Phone: (804) 693-6235 Fax: (804) 693-0061**

Sealed proposals, subject to the terms and conditions contained herein, will be received at the above office of Central Purchasing, 1st Floor, 6467 Main Street, Gloucester, Virginia, 23061, through the due date and hour shown below (local prevailing time), for furnishing the following described materials, and/or services, for delivery and/or performance F.O.B. GLOUCESTER COUNTY, VIRGINIA.

Scope of Services: To establish multi-term agreements to provide General Architectural and Engineering Services to include Miscellaneous Civil and Architectural Engineering Services, Mechanical, Electrical, Structural and Professional Surveying Services to Gloucester County and Gloucester County Schools. The resulting agreements from this solicitation shall be non-exclusive and the services provided shall be on an on-call basis. The County reserves the right to make multiple awards from this solicitation and the use of the contracted firms shall be at the sole discretion of the County.

Proposals Due: November 20, 2009 by Close of Business

Contract Officer: _____
Gail Holloman, VCO, Buyer, email: bholloma@gloucesterva.info

ONE ORIGINAL AND THREE COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the materials requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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NOTICES

Copies of the Proposal Documents may be obtained at the Central Purchasing Office located in County Office Building No. 1, 6467 Main Street, Gloucester, Virginia, at no charge. You may also download this bid at www.gloucesterva.info/purch on the Central Purchasing website.

Inquiries regarding this solicitation should be directed to Gail Holloman, VCO, Buyer, at (804) 693-1208.

TERMS AND CONDITIONS

1. **Governing Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **Anti-Discrimination:** By submitting their proposals, offerors certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in “a” and “b” below apply:
 - a. During the performance of this contract, the Contractor agrees as follows:
 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 nondiscrimination clause.
 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.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - b. The Contractor will include the provisions of ”1” above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.
3. **Ethics in Public Contracting:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. **Immigration Reform And Control Act Of 1986:** By submitting their proposal), offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
5. **Debarment Status:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
6. **Antitrust:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Gloucester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Gloucester under said contract.
7. **Clarification of Terms/Addenda:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in Central Purchasing. Addendums may also be on the Central Purchasing website at www.gloucester.info/purch. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer. (§ 2.2-4316, *Code of Virginia*).
8. **Payment:** A. Payment terms shall be Net 30 days unless otherwise stated by the offeror on this solicitation. Alternative terms may be offered by the offeror for prompt payment of bills. B. Payment terms may be considered in determining the low offer for informal proposal programs. C. Discount period shall be computed from the date of proper receipt of the vendor’s correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor’s invoice. Failure to comply with this requirement may result in the invoice being returned to the

vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).

9. **Drug Free Workplace:** During the performance of this contract, 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; and (iv) 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 subcontractor or vendor. 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, 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.
10. **Availability of Funds:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*. It is further understood and agreed between the parties to any agreement resulting from this proposal that the County shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the County.
11. **Precedence of Terms:** Paragraphs 1-10 of these General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
12. **Identification of Proposal Envelope:** If a special envelope is not furnished, or if return in a special envelope is not possible, the signed proposal should be returned in a special envelope or package, sealed and identified with the Offeror's Name, Solicitation Number and Due Date and Time.
13. **Late Proposals:** To be considered for selection, proposals must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used in the receipt of proposals is that time on the automated stamp machine in the Central Purchasing Office. Proposals received in Central Purchasing after date and hour designated are automatically non-responsive and will not be considered. The County/School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the offeror to ensure that its proposal reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for the receipt of proposals, the proposals will be accepted on the next business day of the County, at the originally scheduled hour.
14. **Qualification of Offerors:** The Purchasing Manager may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Purchasing Manager all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Purchasing Manager further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Purchasing Manager that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
15. **Additional Information:** The County reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Manager deems desirable. By submitting their offers, offerors certify they understand the terms and conditions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of any of the terms and conditions may be a breach of contract and can result in default action being taken by the County.
17. **Award Notices:** Awards or Decision's to Award shall be posted on the public posting board in Central Purchasing, ref. § 2.2-4360, *Code of Virginia*. It may also be posted at: www.gloucester.va.info/purch/results.htm.
19. **Protest of Award or Decision to Award:** Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Manager no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Manager shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in § 2.2-4364 of the *Code of Virginia*.
20. **Assignment of Contract:** The resulting contract shall not be assignable in whole or in part without the County's written consent.

21. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Manager, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
22. Taxes, Fees and Surcharges: Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.
23. Cancellation of Contract: The Purchasing Manager reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
24. Contractual Disputes: In accordance with § 2.2-4363 of the *Code of Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Manager. The Purchasing Manager shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Manager's decision to the County Administrator, whom shall render a final decision within forty-five (45) days.
25. Indemnification: Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

SPECIAL TERMS AND CONDITIONS

1. Independent Contractor: The Contractor shall not be an employee of Gloucester County, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind Gloucester County or to otherwise act on behalf of Gloucester County, except as Gloucester County may expressly authorize in writing.
2. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the County's Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.
3. Final Decision: The offeror agrees that the decisions of the Board of Supervisors/Gloucester County School Board and/or its designee (the Purchasing Manager) is final and shall hold the County/School Board, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions.
4. Questions: Questions about the proposal are to be submitted in writing, referencing the proposal number, to the Buyer listed on the front cover page of the solicitation. Request for additional information or interpretations on instructions may also be addressed. Central Purchasing urges interested vendors to communicate concerns during the response period to avoid misunderstandings. Questions received less than five (5) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by Central Purchasing shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all that are known to Central Purchasing to have received a complete set of solicitation documents. Addenda will also be posted on the Central Purchasing public bulletin board and may also be at www.gloucesterva.info/purch.htm. No addenda will be issued later than three (3) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of offers. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.
5. **SILENCE OF SPECIFICATIONS**: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

SCOPE OF SERVICES

General Architectural and Engineering Services to include Miscellaneous Civil and Architectural Engineering Services, Mechanical, Electrical, Structural and Professional Surveying Services

The County of Gloucester seeks expressions of interest and qualifications from professional engineering service firms to establish annual contracts for General Architectural and Engineering Services to include such work disciplines as:

- Miscellaneous Civil and Architectural Engineering Services
- Mechanical
- Electrical
- Structural
- Professional Surveying Services.

All services requested under the resulting Agreement(s) will be promulgated on an as needed basis. Such services, may include but are not limited to engineering feasibility studies, cost analysis of extending water and sewer infrastructure, study and design of gravity sewers/pump stations, right-of-way research, land use and master planning, landscape design, structural analysis and design of buildings and public facilities, inspection of existing structures, analysis for repairing and protecting existing structures, or other related services required for the design and construction of various engineering projects. It is the intent of the County to award services for a period of one (1) year with an option to renew the contracts on an annual basis for up to four (4) additional years as deemed in the best interest of the County.

An annual service contract shall not guarantee the successful consultant of a specified dollar value of work or limit the County's right to seek proposals and award other General Architectural and Engineering Service contracts to consultants other than the selected firm for each annual services contract. The County reserves the right to make multiple awards from this solicitation and/or utilize other providers for General Architectural and Engineering Services.

Services requested from the provider will be based on project specific requirements and fees that are negotiated in accordance with a fee schedule to be submitted and approved by the County at the initiation of the contract. The fee schedule shall detail rates for the various engineering activities and disciplines which shall remain in effect for the initial term of contract. Fee schedules for optional contract terms may be adjusted per the price escalation/de-escalation clause included in this solicitation.

All work shall be performed under the responsible charge of a Professional Engineer specializing in architectural, mechanical, plumbing, electrical, structural, and general civil engineering and registered in the Commonwealth of Virginia.

The County shall advise the consultant of the need for services and shall furnish details of the project for which services are being solicited. The consultant shall consult with the County on the specific architectural or engineering services desired and using sound engineering judgment make recommendations for a proposed scope of work. The providers' proposal shall also include a detailed fee for services using rates established in the approved fee schedule along with a schedule for completing the services.

SUBMITTAL REQUIREMENTS

Offerors are to submit a comprehensive and concise package that is bound in one volume that includes their detailed qualifications for all areas proposed. Offerors may submit qualifications for one or all professional services listed in the scope of services.

- Description of the firm and statement of qualifications. Supporting documentation relative to the firm's experience accomplishing work described in the scope of services.
- Names, qualifications, and an **example** of the ranges of direct salaries and billing rates for similar services of personnel that were assigned to comparable past projects with other clients.
- References for other annual architectural and/or engineering contracts held by the consultant.
- Description of the firm's ability to respond to work requests in a timely manner.
- Description of how firm will facilitate small, female and/or minority business participation in the services offered to the County.

- Three (3) copies of the firm’s proposal and One (1) original to be furnished.

EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and any mandatory terms and conditions set forth within the solicitation document. The objective of the evaluation will be to recommend the firm(s) who is the most responsive to the expressed needs of the County. Proposals will be evaluated with the following criteria:

- A. Experience, Qualifications and Capacity of the staff likely to be assigned by the offeror to perform the desired services included in the solicitation.
- B. Capability and Skills – qualifications and experience of the firm and the demonstrated competence to provide the required services.
- C. Location of the firm and the ability to respond to requests in a timely manner.
- D. Offeror’s current workload and the ability to assign resources to the project in a rapid manner in order to provide the services in an expedient manner.
- E. Acceptability of provided references for comparable projects.

EVALUATION PROCESS

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “procurement of professional services” method of selection outlined in § 2.2-4301 (3) (a) of the Code of Virginia. Interviews will be conducted with two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors included in the Request for Proposals (RFP). Negotiations will then be conducted with the offerors ranked highest in meeting the expectations of the County. If a contract that is satisfactory and advantageous to the County can be negotiated at a pricing schedule considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the top ranked offerors shall be formally terminated and negotiations will be conducted with the next ranked firms and so on until such a contract(s) can be negotiated at a fair and reasonable pricing schedule. The County reserves the right to award to more than one offeror for the various engineering services. Should the County determine that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

AWARD

Award shall be made to the responsible offer whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the County reserves the right to enter into a contract deemed to be in its best interest. Based on what is determined to be in the best interest for the County, award may be made to one offeror or more than one offeror.

CONTRACT TERM

This contract term for services under this contract shall be for one (1) year from the date of the contract award.

OPTIONAL CONTRACT RENEWALS

At the sole request of Gloucester County, this contract may be extended upon mutual agreement of the parties for four (4) additional, one (1) year periods, upon the same terms and conditions set forth in the contract.

PRICE ESCALATION/DE-ESCALATION

The Contractor may request a fee adjustment not more frequently than once during a contract (renewal) period. Fee adjustments shall be based on the percentage change of the Producer Price Index (PPI) industry data, for *Architectural and Engineering Services, Commodity Code 453* as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics

are available. The percentage change shall be applied to the (then) current contract prices in effect for the County. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect product orders requested on or after that date. **Price adjustments will not be automatic.** The contractor shall submit a written request (email, facsimile, etc...) to the County (ATTN: Central Purchasing Department). Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/ppi/>. Fuel and/or other surcharges shall not be allowed.

Based on economic factors and/or market conditions, the County reserves the right to negotiate reductions in the quoted fee schedule at any time during any contract period.

METHOD OF PAYMENT

The Consultant will be paid on the basis of the invoice submitted to the ordering Gloucester County or Gloucester County Schools Department after delivery and acceptance by the designated County representative. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352*

DEBRIEFING

The County will keep all information regarding the identification of the persons or firms making offers or the contents of any offers as confidential. This information will only be available after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available for review in the Central Purchasing Department. Offerors should make an appointment to review the file during normal business hours, 8AM–4PM., Monday – Friday.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made.

Please mark One:

- () **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- () **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

Sample Contract

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

Agreement No. _____

This contract made and entered into this _____ day of _____, 20____, by and between the County of Gloucester, hereinafter referred to as “COUNTY”, which term shall be construed to include any officer, representative or agent having authority to represent or act for it in relation to any part of the subject of this Agreement and _____ with offices located at _____, hereinafter referred to as “CONSULTANT”.

W I T N E S S E T H:

WHEREAS, the COUNTY desires to engage the services of the CONSULTANT to perform General Architectural and Engineering Services for the County of Gloucester, hereinafter referred to as the “Project”; and

WHEREAS, the CONSULTANT has investigated and is aware of the requirements of the Project;

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, the COUNTY and CONSULTANT hereby covenant and agree, each with the other, that the CONSULTANT shall provide services as an independent contractor in accordance with the terms and conditions of this Contract and the requirements of Exhibits A, B, and C attached to and made a part of this Contract.

ARTICLE I: BASIC SERVICES

- 1.1 The CONSULTANT shall enter upon the performance of this Contract with all diligence and dispatch, shall assiduously press to its complete performance and shall employ thoroughly competent, qualified and experienced personnel commensurate with the magnitude and intricacy of the work.
- 1.2 CONSULTANT shall provide professional architectural, engineering and associated services related to the COUNTY’s General Architectural and Engineering Services needs in an on-call capacity. Exhibit A provides a general listing of anticipated services.
- 1.3 This Contract by itself does not permit work to be conducted by the CONSULTANT. Work will be authorized for discrete projects by the COUNTY through the development of “Task Orders” for specific projects administered under this Contract. Each Task Order for a specific project shall contain a specific scope with associated lump sum fee as well as a schedule setting forth appropriate deadlines on specific calendar dates and deliverables required. The fee for each Task Order shall be developed as set out in Article II, Compensation, of this Contract.
- 1.4 Time is of the essence in the performance of CONSULTANT’s duties under this Contract and failure of CONSULTANT to perform within the agreed upon time frames for each Task Order shall be considered a breach of this Contract.

ARTICLE II: COMPENSATION

- 2.1 COUNTY shall compensate CONSULTANT in accordance with the terms and conditions of this Contract as follows:
- A. For CONSULTANT's services, a total lump sum fee shall be computed for each Task Order based upon those hourly rates set out in Exhibit B. Said Lump Sums shall be set forth in separate Task Order documents which will effectively serve as Addenda to this Contract, in the general form set out in Exhibit C, which shall also specify schedules and budget limitations for each Task Order as set forth in Article I. The CONSULTANT and COUNTY agree that each Task Order shall be considered a separate project for purposes of this Contract unless the parties expressly state otherwise.
 - B. For CONSULTANT's "reimbursable expenses", a not to exceed allowance shall be established in each Task Order. Reimbursable expenses are CONSULTANT's actual expenditures for incidental expenses in the interest of the project, as set forth below:
 - 1. When Authorized in advance by COUNTY, expense of transportation and living of principals and employees when travelling in connection with the project, essential long distance telephone calls, fees paid for the securing the approval of authorities having jurisdiction over the project, and reproduction of drawings, specifications, and reports, excluding copies for the CONSULTANTS office use.
 - 2. If after the execution of a Task Order, COUNTY shall authorize in writing reimbursable expenses in excess of the allowance set forth in the executed Task Order, then said allowance shall be deemed increased to an amount sufficient to cover the additional reimbursable expenses authorized.
 - C. For CONSULTANT's use of Subcontractors, when such Subcontractors are approved by the COUNTY in specific Task Orders, each Task Order shall include a not to exceed allowance for the Subcontractor which allowance and subsequent payment shall be based on Subcontractor's actual cost plus a maximum 10% mark-up for the CONSULTANT's handling and management.

_____ is teaming with _____ and as such, labor conducted by _____ staff shall not include a maximum 10% mark-up. _____ labor expenses shall be calculated using the Hourly Rates set out in Exhibit B.

ARTICLE III: COUNTY'S AND CONSULTANT'S RESPONSIBILITIES

- 3.1 The COUNTY shall provide full information regarding its requirements for each Task Order.

- 3.2 The Purchasing Manager or his designated representative shall be the liaison between the COUNTY and the CONSULTANT and is authorized to act on the COUNTY's behalf.
- 3.3 The COUNTY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 3.4 The CONSULTANT agrees to commence work within ten (10) calendar days from the date of the notice to proceed provided in each Task Order, which notice to proceed shall be issued at the sole discretion of the COUNTY. Work performed prior to receipt of the notice to proceed for a Task Order may be eligible for compensation.

ARTICLE IV: ADDITIONAL WORK

- 4.1 As defined in Article I, it is the COUNTY's intent to define the project specific Scope of Services as the work progresses through the use of individual Task Orders. Task Orders may be modified as the work progresses and/or as the COUNTY deems such increase and/or modification is necessary to satisfactorily complete the project. However, the CONSULTANT shall not undertake any increase and/or modification without prior written approval in the form of a Task Order from the COUNTY.
- 4.2 No change in the character or extent of the work to be performed by the CONSULTANT which affects the time or the compensation shall be made except by Task Order in writing between the CONSULTANT and COUNTY.
- 4.3 In any case, where the CONSULTANT believes extra compensation is due for work and services not covered by this Contract, CONSULTANT shall promptly notify the COUNTY, in writing, of CONSULTANT's intention to make a claim for such extra compensation before CONSULTANT begins the work on which the claim is based. Before commencing work or services on which the CONSULTANT will base a claim for extra compensation, CONSULTANT shall obtain the COUNTY's approval in writing.

ARTICLE V: PAYMENTS

- 5.1 Payments to the CONSULTANT may be made periodically but shall not be required more frequently than monthly in proportion to the work performed. In no case will a payment for less than \$_____ be honored other than for the completion of a specific task. Ten percent (10%) of the value of each portion of the work may be retained by the COUNTY until that portion is completed in accordance with the requirements of this Contract. Release of retainage will be made upon completion and acceptance by the COUNTY of the scope of services for each Task Order.
- 5.2 All contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however written notice of the CONSULTANT's intention to file such claim shall have been given at the time of the occurrence or the beginning of the work upon which the claim is based. All claims shall be made in accordance with Virginia Code Section 15.2-1243 et seq. and the COUNTY shall render a final decision in writing with regard to any such claim, not later than sixty (60) days subsequent to receipt of any such claim in writing by the Purchasing Manager.

ARTICLE VI: ERRORS AND OMISSIONS

- 6.1 Any plans, designs, drafting or details, including quantities and other items needed for a complete job, shall be checked for accuracy by the CONSULTANT before submission of final documents. The CONSULTANT will be required without additional compensation to correct any errors or omissions in any documents submitted and to clarify any ambiguities which may be discovered.

ARTICLE VII: ABANDONMENT AND TERMINATION

- 7.1 The COUNTY reserves the right to terminate this Contract at any time for any reason upon written notice to the CONSULTANT. If the COUNTY shall terminate the services herein mentioned, the CONSULTANT shall deliver to the COUNTY all data, drawings, and estimates completed or partially completed and these shall be the property of the COUNTY. If this Contract is terminated for any reason not the fault of CONSULTANT, the earned value of the work performed shall be based upon the time actually devoted by the CONSULTANT and CONSULTANT's personnel to performance of the services specified in this Contract up to the date of the termination, and payment therefore shall be made at the rate set forth in the Exhibit(s). Such payment shall be made to the CONSULTANT as a final payment in full settlement for the services hereunder or by supplemental agreement hereto. In the event of a termination for breach or default by CONSULTANT, COUNTY shall have access to all remedies available in equity or at law. The COUNTY shall give ten (10) days' written notification to the CONSULTANT of any termination.
- 7.2 This Contract may be terminated by the CONSULTANT upon ninety (90) days' written notice in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONSULTANT. In the event of such termination by CONSULTANT, the provisions of paragraph 7.1 immediately hereinabove shall apply mutatis mutandis, except that CONSULTANT shall be entitled to no further or other compensation, either hereunder or by way of a claim for damages growing out of this Contract.

ARTICLE VIII: MISCELLANEOUS

- 8.1 Multiple Copies – This Contract may be executed in any number of counterparts, each of which shall be deemed an original.
- 8.2 Severability of Clauses – It is agreed that the illegality or invalidity of any term or provision of this Contract shall not affect the validity of the remainder of this Contract, and it shall remain in full force and effect as if such illegal or invalid term or provision were not contained herein.
- 8.3 The CONSULTANT warrants that no company or person has been employed or retained other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from

the award or making of this contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- 8.4 The CONSULTANT shall not engage the services of any person in the present employ of the COUNTY for any work covered by this Contract without written permission of the COUNTY.
- 8.5 Insurance – The CONSULTANT shall maintain insurance to protect the CONSULTANT from claims under worker’s compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the CONSULTANT is legally liable. The amounts and extent of such insurance are indicated below:

<u>Insurance Type</u>	<u>Limits and/or Specifics</u>
A. Worker’s Compensation and Employer’s Liability	
B. Automobile Liability, Including Owned, Non-Owned and Hired Automobile Coverage	
C. Comprehensive General Liability including any necessary endorsements to cover the following: contractual liability, including the liability assumed under this contract; completed operations, to remain in full effect until the date of acceptance of the project; incidental malpractice; broad form property damage, including completed operations; personal injury coverage; employees as additional insured’s; blanket explosion, collapse and underground coverage; liquor law liability.	
D. Professional Liability Insurance (If applicable)	Unless waived by the COUNTY, the limit shall be a minimum of \$1,000,000 or the contract amount whichever is greater.

The COUNTY shall be named as an additional insured on the applicable policies and such insurance shall be with a company deemed satisfactory to the COUNTY. Prior to

the issuance of a Notice to Proceed, the CONSULTANT shall furnish to the COUNTY a certificate of insurance evidencing the above categories and stating that the insurance will not be canceled without at least thirty (30) days' prior notice, along with a proper endorsement to the applicable policies listing the COUNTY as an additional insured.

- 8.6 The CONSULTANT and any subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the COUNTY, its officers, agents and employees against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the work by CONSULTANT, including acts of CONSULTANT's employees, servants or agents, whether or not such claims are due to any act of omission or commission, including negligence but excluding sole negligence, of the COUNTY, its officers, agents or employees. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.
- 8.7 Should CONSULTANT or CONSULTANT's employees, servants or agents use any of COUNTY's equipment, tools, employees, or facilities, such will be gratuitous and CONSULTANT shall release the COUNTY, its officers, agents or employees from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of COUNTY in permitting the use thereof.
- 8.8 In no event shall the CONSULTANT's duties to defend, save harmless and indemnify the COUNTY hereunder be enforceable after the expiration of five (5) years from the date of completion of the services included in the Contract; provided, however, should any claim as is described in the immediately preceding paragraph relate to services performed by the CONSULTANT after the date of substantial completion, then from the date of the performance of any such services, whichever is later.
- 8.9 It is not the intention of the COUNTY or the CONSULTANT to benefit any third party. The duties undertaken by the CONSULTANT are for the sole benefit of the COUNTY and are not intended to benefit any Contractor or any creditor or surety or any of them.
- 8.10 COUNTY and the CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Contract. Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer its interest in this Contract without the written consent of the other.
- 8.11 The CONSULTANT does not and shall not during the performance of the contract for professional consulting services knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. *Code of Virginia* § 2.2-4311.1
- 8.12 The CONSULTANT shall comply with the provisions of the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances and regulations that are

applicable to the performance of this Contract, and procure all necessary licenses and permits.

- 8.13 During the performance of this Contract, the CONSULTANT agrees as follows:
- A. The CONSULTANT 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 related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONSULTANT. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The CONSULTANT, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, will state that such CONSULTANT is an equal opportunity employer.
 - C. 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.
 - D. The CONSULTANT will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that provisions will be binding upon each subcontractor or vendor.
- 8.14 During the performance of this agreement, the CONSULTANT agrees to (i) provide a drug-free workplace for the CONSULTANT's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that the CONSULTANT maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 8.15 CONSULTANT shall, within seven (7) days of receipt of payment from COUNTY for work performed under this contract, pay any subcontractor for the proportionate share of the total payment received from the COUNTY attributable to the work performed by such subcontractor under this contract or notify the COUNTY in writing of CONSULTANT's intent to withhold all or part of the subcontractor's payment with the reason for such withholding. CONSULTANT further agrees to pay interest at one percent per month to any subcontractor on amounts owed should such amounts remain unpaid after seven (7) days following receipt of payment by CONSULTANT from COUNTY for work performed by the subcontractor under this contract unless notice of withholding is provided as stated above. CONSULTANT further agrees to include in each of its subcontracts, provisions requiring subcontractors to include or otherwise be

subject to the same payment and interest payments as CONSULTANT with respect to each lower tier subcontractor.

- 8.16 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the COUNTY or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the COUNTY.
- 8.17 All documents, including investigation studies, tracings, drawings, estimates, field notes and other working documents as instruments of service are the property of the COUNTY, and the COUNTY may use any or all of said items at any time, either in connection with the project to which they are applicable or in connection with any future or additional project, whether or not owned or to be owned by the COUNTY, or for any other purpose for which the COUNTY may wish to use said items; provided, however, that the ownership of said items by the COUNTY and the unlimited freedom to use them for any purpose in the future shall not deprive the CONSULTANT of the right to use the plans and the design concepts therein embodied for any purpose within CONSULTANT's discretion in the future. During the performance of the services herein provided, the CONSULTANT shall be responsible for any loss or damage to the documents, data or other pertinent information while in CONSULTANT's possession, and any such loss or damage shall be restored at CONSULTANT's expense. All documents shall strictly conform to all laws, statutes and ordinances, all applicable rules and regulations, and the methods and procedures of all government COUNTYs, bureaus or agencies having jurisdiction over the CONSULTANT's services.
- 8.18 COUNTY and CONSULTANT agree that, in the event of litigation, exclusive venue shall be in the Circuit Court of Gloucester County, Virginia.
- 8.19 This Contract and the exhibits incorporated herein constitute the entire agreement between the parties, and no condition or provision, whether oral or written, in any previous bid, proposal or communication by either of the parties or any prior agreement or other understanding between them shall be of any effect, anything in any such bid, proposal, communication or agreement to the contrary notwithstanding.

IN WITNESS WHEREOF, this Agreement has been executed pursuant to proper authority and in the manner appropriate to each party.

CONSULTANT:

COUNTY:

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Corporate Seal
(If appropriate)

Attest: _____

By: _____

Title: _____

Approved as to form:

County Attorney

Date

EXHIBIT A

General Listing of Scope of Work for Project

EXHIBIT B

Hourly Rates

EXHIBIT C

County of Gloucester, Virginia
RFP #10-011-BGH General Architectural and Engineering Services
Date

EXAMPLE-Task Order

The object of this Task Order is to assist the Count of Gloucester with meeting the objectives of RFP 10-011-BGH for General Architectural and Engineering service. The services include Miscellaneous Civil and Architectural Engineering Services, Mechanical, Electrical, Structural and Professional Surveying Services to include the following:

Consultant, with assistance of the Management Team created to oversee the completion of the planning activities and to ensure the most cost effective and efficient use of land, the planning grant will be used to secure professional service to develop a Master Plan/PER for all site improvements to include the following:

1. A report document, with an executive overview and the project deliverables.
2. A physical survey of the 42 (±) acre site, accurate scale map and boundary description.
3. Needs and Purposes Statement which identifies and quantifies the population to be served over time, their age and income characteristics and their various needs. Resource data and information for this Statement shall be provided by the Management Team members and Consultant. The Statement shall be provided to the Team in draft form for review and approval at least 15 days before the scheduled delivery date.
4. Recommendations for proposed uses with numbers of housing units and sizes and the operating capacity of the buildings proposed for senior services.
5. Master Plan of the site locating proposed structures/uses, pedestrian walkways, roadways and utilities. The Plan should reflect recommended phasing of development, or staged expansion, or modification of the uses.
6. Identification and discussion of the issues related to building construction; environmental conditions, hazards and remediation; water and sewer utility extensions; ease of (handicapped) access to buildings and movement within the development; energy efficient design, construction, operation and maintenance; roadway improvements, access, egress and circulation within the site; and zoning and other regulatory issues.
7. Construction cost estimates for each element proposed, and grouped by (1) phases of development recommended and (2) by the various uses/buildings proposed for construction.
8. The PER, site plan showing locations of the infrastructure, improvements and anticipated buildings and uses.

The Master Plan/PER will be prepared and each element or section delivered according to a time and cost schedule negotiated and included in the Contract with the Engineer. A draft PER with cost estimates will be presented and reviewed with the Management Team.

The PER will be revised, signed, stamped and certified by the professional engineer.

The Management Team has been created and is responsible for oversight and completion of the planning activities. The plan is to submit a CIG application By March 17, 2009 and complete all pre-contract activities by June 30, 2009.

Consultant will act as the grant administrator. Named or other Consultant designee will be the primary contact and person responsible for oversight of the work of the engineering consultant and the final Master Plan/PER.

Schedule:

Each deliverable shall be submitted a minimum of 30 calendar days to the Grant Administrator for review before VDHCD submittal deadlines. The current schedule calls for a completion date of the Master Plan in the summer of 2008, **however, actual contract signing is five months behind schedule. This delay was caused by standard contract negotiations, clarifications, and review. Due to this delay, the Master Plan completion date has been revised to December 15, 2008. The following job completion dates assume a contract signing by Friday July 18, 2008.**

Job #1 – Complete by September 15, 2008

Job #2 – Complete by October 13, 2008 (completion of this task will be delayed if any unavailability of key public participants causes delay in scheduling needed public meetings)

Job #3 – Complete by November 10, 2008

Job #4 – Complete by December 8, 2008

Job #5 – Complete by December 15, 2008

Jobs:

Two (2) hard copies of each submittal to the County, two (2) hard copies to the Grant Administrator, and two (2) copies each to VDHCD. Specific jobs are as follow:

Job #1: Survey, Base Map Preparation and Zoning Review

Timeframe: 8 weeks

Percentage: 55%

Job #2: Public Meetings

Timeframe: 4 weeks

Percentage: 5%

Job #3: Develop Master Plan Options

Timeframe: 4 weeks

Percentage: 25%

Job #4: Review
Timeframe: 4 weeks
Percentage: 5%

Job #5: Final Master Plan Document
Timeframe: 1 week
Percentage: 10%

Fee:

CONSULTANT will be compensated a Lump Sum fixed fee (includes all direct and indirect costs) of \$_____ for the services under this Task Order. Lump Sum fee is based on hourly rates stipulated in Exhibit B of the contract and the projected hours need to complete this Task Order.

TASK ORDER APPROVAL	
CONSULTANT	COUNTY OF GLOUCESTER
By: _____	Contract Administrator
Print: _____	By: _____
Firm: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____