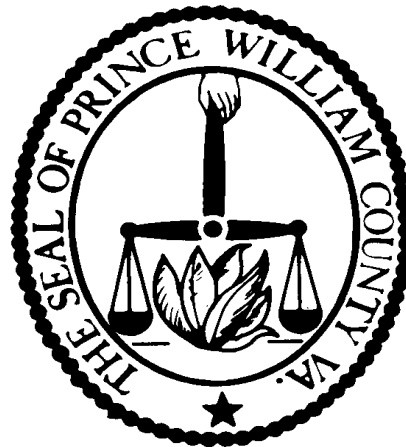


**PRINCE WILLIAM COUNTY
REQUEST FOR PROPOSAL NO. RFP130014
A/E DESIGN SERVICES
NOKESVILLE VOLUNTEER FIRE DEPARTEMENT
AND RESCUE STATION 5**



DUE DATE: MARCH 7, 2013 UNTIL 3:00 P.M. LOCAL TIME
SUBMIT TO: SHANA N. TERRY
SENIOR CONTRACT SPECIALIST
PRINCE WILLIAM COUNTY PURCHASING
1 COUNTY COMPLEX COURT (460)
PRINCE WILLIAM, VA 22192-9201

Address technical questions regarding this RFP to: Mr. Matthew Corneliussen, Engineer III, Department Public Works, Facilities Construction Management at: 703-792-5296, email at: mcorneliussen@pwcgov.org .

Contractual Questions Contact: Shana N. Terry, Senior Contract Specialist at 703-792-7233 Metro 631-1703 Ext. 6770, Fax 703-792-4611, or email at: sterry2@pwcgov.org

Offerors must register with Prince William County as a vendor when submitting a response to this RFP. Vendors should register over the Internet at: www.pwcgov.org/finance/purchasing. Vendor should visit this website to view subsequent Amendments to the solicitation.

Issue Date: February 7, 2013

Use of Prince William County Seal is prohibited without the prior written consent of the County

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RFP SUBMISSION FORM**SECTION I - COMPANY IDENTIFICATION AND OWNER(S)SHIP DISCLOSURE**

Project Name/Title _____
 Contact Person _____ Company _____
 Title _____ Address _____
 Telephone No. _____
 FAX No. _____ Email Address _____

Organized under the laws of the State of _____

Principal place of business at _____

Indicate Which: Corporation _____ Small Business Yes ___ No ___ Sole Prop. _____

*Minority Owned/Controlled Partnership Business Yes ___ No ___

*Minorities are defined as Blacks, Hispanics, Asians or Pacific Islanders, American Indians, Alaskan Natives, and Women.

Indicate name(s) and address of all persons having an owner(s)ship interest of 5% or more in the Company: (Attach more sheets if needed)

SECTION II - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Section 2.1-639.1 et. seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act. Indicate below of any information bearing on the existence of any potential organizational conflict of interest:

SECTION III - COLLUSION

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

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

Signature _____ Date _____

Name (Printed) _____ Title _____

ALL OFFEROR(S) MUST COMPLETE AND RETURN THIS FORM

SECTION I

INTRODUCTION

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

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

I.1 Purpose of the Request

Prince William County Board of Supervisors and the Nokesville Volunteer Fire Department requests proposals from firms to provide Architectural and Engineering services for the design of a fire station.

The fire station is the new Nokesville Fire and Rescue Department, Inc., Station 5 at 12826 Marstellar Drive in Nokesville, Virginia. The station is located in Prince William County, Virginia.

In places within this RFP, the Prince William County Board of Supervisors and the Nokesville Volunteer Fire and Rescue Department, Inc are at times referred to as “the Owner(s)”.

I.2 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on February 12, 2013, 1:00 P.M. at 12826 Marstellar Drive, Nokesville, Virginia 20181. On this date a site visits to the station site will be made available for interested Offerors.

I.3 Background Information

In accordance with the Prince William County Fire and Rescue Association’s Capital Improvement Program, a budget has been approved for architectural and engineering design services, including site development, programming and schematic design, and design development for a fire and rescue station (referred to as “Nokesville Station 5”). The Nokesville Station 5 will be approximately 22,000 square feet. It is the Owner(s)’s intent to issue a RFP for Construction Management Services; the selected firm will work with the Architect from design through construction.

Funding is available for the entire project.

I.4 General Requirements

The Architect's services consist of those services performed by the Architect, the Architect's employees and the Architect's consultants as outlined in this RFP and sample contract, and any other services included as Attachments to the Contract.

The Architect is advised the County's intent is to achieve a fully operational fire station by September, 2015.

Programming and conceptual design and geotechnical services for the project shall be included under the Architect's basic services/work. This includes attending all users' meetings, gathering user needs, programming the needs into space arrangements, reporting all conflicts in user needs and the county's budget to the County point-of-contact.

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

The Architect shall ensure that all Contract Documents developed for this Project are in compliance with all requirements of any ordinance, regulation, or law which is applicable to the Work. If the County observes that any of Contract Documents are at variance therewith, it shall promptly notify the Architect, and any necessary changes shall be accomplished as provided in the Contract Documents; provided, however, that nothing in this subparagraph shall relieve the Architect of the duty imposed on it hereby in the event that the County fails to notify the Architect of any such variance, whether such variance was known to the County or not.

Drawings, specifications and other documents prepared by the Architect for this Project are instruments of service, and they shall remain the property of the County, whether the project for which they are made is executed or not. The Architect shall be permitted to retain copies, including reproducible copies of the drawings and specifications. The Architect shall not disclose or release any/all information, plans, specifications or materials without the prior written consent of the County.

The Architect shall submit a project schedule for the County's approval for the performance of the Architect's services, which may be adjusted as the project proceeds, and which shall include allowances for periods of time required for the County's review and approval of submissions by authorities having jurisdiction over the project. The Architect shall not, except for reasonable cause, exceed the time limits established by the approved schedule.

Prince William County uses the USGBC LEED Guidelines in their design process on all construction projects. The Guidelines are applied at three levels depending on the specific needs of each individual project.

1. The facility is designed to achieve a LEED Silver certification with certification required.
2. The facility is designed to achieve a LEED Silver certification without certification required.
3. The facility is designed without LEED certification at any level required although where practical and cost effective LEED features will be incorporated.

The Owner(s) does not intend to attain LEED certification for the Nokesville Station 5. Therefore, the designs for both stations shall meet Option 3 above.

If Commissioning is a project requirement the Prince William County Department of Public Works will contract directly with an independent Commissioning Authority (CA). The CA will report directly to the Owner(s) designated Project Manager. The CA will be responsible for coordinating all activities directly associated to the Commissioning process. The Architectural and Engineering team members will be required to work cooperatively with the CA during the design, construction, and completion phases of the project.

I.5 Project Description

Generally the Project shall consist of: The architecture and engineering design and construction administration of the Nokesville Station 5. In accordance with the Prince William County Fire and Rescue Association's Capital Improvement Program, a budget has been approved for architectural and engineering design services, including site development, programming and schematic design, and design development for the station. Funding is available for the entire project.

The Nokesville Station 5 facility is proposed to be sited on land owned by Nokesville Volunteer Fire & Rescue Department on Marstellar Drive. The proposed Nokesville Station 5 facility will be located directly adjacent to the current station, and will house two Pumpers, one Tanker, two Ambulances, a Brush unit and a bay specifically designed for apparatus maintenance. The facility shall include, but not be limited to, apparatus bays, sleeping quarters, a kitchen and dayroom, physical fitness room, training space(s), storage areas, offices and a large community hall. The design of the new Nokesville Station 5 facility should allow for future expansion. The design of the new Nokesville Station 5 should determine the disposition of the existing building.

I.6 Period of Contract

The period for all services provided by the Architect under this Contract shall be from the date of the Contract award, through design and construction phases and shall terminate one (1) year after the one year warranty period date of construction completion of the project. The Architect is advised in an effort to meet September 2013 award of construction the Architect shall develop a schedule to achieve final approved plans for the fire station and advertisement of bids for construction no later than June, 2013.

I.7 RFP Questions

Address questions concerning the technical requirements of this RFP to:

Matthew Corneliussen – Email: mcorneliussen@pwcgov.org
Prince William County Department Public Works
Facilities Construction Management
5 County Complex Court
Suite # 230
Prince William, VA 22192
Phone: 703-792-5296

Address contractual questions to:

Shana N. Terry, Senior Contract Specialist
Prince William County Purchasing Office
1 County Complex Court (MC460)
Prince William, VA 22192-9201
703-792-7233 Email: sterry2@pwcgov.org

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

I.8 Requirement for Vendor Registration

Offerors shall be a registered Prince William County vendor. Vendors shall register themselves over the Internet at www.pwcgov.org/eservices/eprocurement. In the event that the Internet access is not available, or problems are experienced during registration; contact the Purchasing Office shown on the front page of the solicitation.

I.9 Decision Not To Respond

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. The County is very interested in learning whether problems with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return the RFP package with a statement as to why you are unable or unwilling to respond. Due to the large number of firms listed on the County's qualified list of Offerors, it is necessary to delete from these lists, the names of those persons, firms, or corporations who fail to respond after having been requested to respond on three (3) solicitations without giving a reason.

I.10 Posting of Award

Notice of Contract award(s) made as a result of this solicitation will be posted on the Prince William County Web Page at www.pwcgov.org/eservices/eprocurement .

I.11 Notice/Issuance of Amendment to RFP

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

I.12 Scope of Work

Basic Services - The Architect hereby agrees to provide Architectural and Engineering Design Services for the Owner(s) as described herein. As part of Basic Services of the Architect to provide, but not limited to, the following services:

- Programming
- Existing facilities survey
- Measured drawings of existing facilities
- Schematic, Design Development and Construction Documents. The Schematic phase will include 1 preliminary drawing and two alternatives.
- Land Survey Services
- Geotechnical Services
- Economic Feasibility Studies
- Environmental Studies and Reports
- Site evaluation and planning
- Owner(s)-Supplied Data Coordination
- Schedule Development and Monitoring
- Civil Design
- Engineering design including security system.
- LEED Certification Design
- Landscape Design
- Interior Design
- Furniture systems design and layout – or coordinated design with Owner(s)'s rep.
- Bidding Services
- Value Analysis
- Detailed Cost Estimating at 100% Schematic and Design Development phase, and at 50% and 95% Construction Document phase.
- On-Site Project Representation (bi-weekly) - including developing meeting minutes.
- Facility Start-up Assistance
- As built Record Drawings
- Post-Contract Evaluation

- Warranty Assistance (12 months following issuance of Final Completion.)
- Commissioning (from schematic through post construction)

Project Administration - The Architect shall manage all architectural and engineering services. The Architect shall consult with the Owner(s), research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue weekly progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner(s) and the Owner(s)'s consultants. These services typically include telecommunications/data design, systems furniture design and installation, and installation and any elements identified herein.

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

The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

The Architect shall become well-informed and knowledgeable with the Owner(s)' proposed budget for this project. When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate shall be prepared by an independent estimator experienced in the type of work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the estimate of the Cost of the Work. The Architect shall advise the Owner(s) of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. Detailed Cost Estimating at 100% Schematic and Design Development phase, and at 50% and 95% Construction Document phase.

If at any time the Architect's estimate of the Cost of the Work exceeds the Owner(s)'s budget, the Architect shall make appropriate recommendations to the Owner(s) to adjust the Project's size, quality or budget.

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

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

The Owner(s) shall furnish a program setting forth the Owner(s)'s objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

The Architect shall provide a preliminary evaluation and verification of any information furnished by the Owner(s), including reviewing similar type facilities and programs within, along with the County's end Users of these facilities, and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project, shall accept full responsibility for the final design concepts and shall notify the Owner(s) of any other information or consultant services that may be reasonably needed for the Project.

The Architect shall provide a preliminary evaluation of the Owner(s)'s sites for the Projects, site conditions, and the Owner(s)'s program, schedule and budget for the Cost of the Work.

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

Preliminary Services - The Architect shall include a preliminary layout and two additional schematic layouts that include potential buildings pads locations, site utilities, internal road and storm water management.

The following outlines the scope of services:

The design shall include but not limited to the following:

- Strategy session with the Owner(s);
- Analysis of existing site conditions based on maps provided by the County;
- Development of basic program describing elements and requirements;
- Attendance at design work session with stakeholders;
- Preparation of illustrative concept plan;
- Management and coordination of design team;
- Meeting Rooms (large and small);
- Restrooms;
- Custodial closet;
- Space for Building Engineer;
- Storage;
- Electrical, Mechanical, IT, and telephone service areas;
- Elevator;
- Commissioning Services;
- Other services specific to project and need.

I.12.1 Programming and Schematic Design

The Architect shall be responsible for all programming and conceptual design studies for this project, including attendance of all user conferences and review meetings. Field data shall be obtained by the Architect and all such data and User input shall be translated into space diagrams for the Owner's review, comments and final approval. Presentation plans and exterior views of the proposed building are required at this stage of the Architects' work. During this phase of work, the Architect shall determine and present their best solutions for number of building floors consistent with the most functional site development layout, functional space layouts meeting the needs of the end Users, outline specifications, cost estimates, overall design concepts, and other data to define and confirm or lock-in the project scope.

The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing as directed by the County.

The Architect shall prepare the Schematic Design Documents for review of the Owner(s). These documents shall be in compliance with requirements of any ordinance, regulation, or law which is applicable to the Work including the PWC Design and Construction Standards Manual. The Architect shall consult with the Virginia Transportation Department to determine if any proposed VDOT construction impact design of this project. In addition, the Architect will refer and become familiar with the Prince William County Project Manager's Manual (a PWC publication that will be made available to the Architect) to ensure that all considerations and requirements are met.

Geotechnical services shall be provided by the Architect under Basic Services. The Architect shall ensure appropriate, test borings, test pits, determinations of soil values, percolation tests, presence of hazardous materials, corrosion and resistivity tests, including necessary operations anticipating subsoil conditions, with reports and appropriate professional recommendations. The report shall be used for design and it will be included in the project specifications information as part of the Construction Bid package.

The Architect shall produce a "Life Cycle" study from which decisions about heating, ventilating, air conditioning, and material selections will be based. The objective of this study will be to determine the most cost effective systems to design to cover the anticipated useful life of the building, commensurate with good environmental conservation practice.

Programming and Schematic Phase deliverables

The Architect shall provide ten (10) copies of all final material and submitted to the County along with two (2) copies all presentation material and one CD disk with all material for final review. Based on written approval of the Schematic Design documents and the validated

Schematic Design Report, and any adjustments authorized by the Owner(s) in the program, schedule, or cost analysis, the Architect shall prepare Design Development documents to fix and describe the size and character of the entire project as to architectural, civil, structural, mechanical and electrical systems, building materials and such other elements as may be appropriate including interiors and furnishings for approval by the County,

The Schematic Design Documents will consist of drawings and documents which illustrate the scale and relationship of components consisting of, but not limited to, schematic site floor plan, massing elevation studies, building sections and construction cost estimate.

Drawings, reports and presentation material shall be submitted to the Owner's project manager for approval by the County. Works will not proceed to the Design Development phase until the schematic design and program are approved and signed off by the users and County's project manager.

I.12.2 Design Development & Construction Documents

The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

Basic services under the Design Development phase will include the following:

- (a) Outline specifications including catalogue cuts of equipment
- (b) Provisions for special requirements such as emergency power and sound system, fire protection, acoustic engineering, signage system (interior), and security systems.
- (c) Independent Construction Cost Estimate to include the building and site.
- (d) Civil engineering survey and proposed building locations.

The Architect shall attend at least three meetings with the Owner(s) during the Design Development phase. At least three additional meetings shall be scheduled specifically to review proposed security systems.

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

The work will include, but is not limited, to:

- 1. Architectural Design Development Drawings
 - (a) Fully developed Architectural floor plans showing partitions

- (b) Exterior elevations
- (c) Typical cross sections
- (d) Typical wall sections
- (e) Reflected ceiling plan of critical areas
- (f) Typical interior elevations of critical areas
- (g) Finishes of typical and critical areas
- (h) Key details

2. Structural Design Development Drawings

- (a) Typical framing scheme
- (b) Establishment of all column points
- (c) Preliminary column schedule
- (d) Preliminary details and sections
- (e) Preliminary details of major unique conditions
- (f) Details indicating coordination with mechanical/electrical equipment

3. Mechanical, Electrical and Plumbing Design Development

- (a) Typical floor plans with major items of equipment and panel locations shown
- (b) Preliminary details of major unique conditions
- (c) Lighting plans with detectors and speakers
- (d) Power plans with telephone and data
- (e) Proposed electrical fixture schedule
- (f) Exterior air intake/exhaust locations
- (g) Sprinkler system
- (h) Generator

4. Security System

The Architect, following Owner's approval of the validated site development plan and building design, shall develop a site utility and grading plan in accordance with efficient land use practice and in accordance with all applicable regulations, including the Prince William County Design and Construction Standards Manual (DCSM).

Architect shall provide specifications that incorporate LEED requirements for inclusion in the Contract Documents. The Contract Documents shall define the Contractor's responsibilities and documentation requirements related to LEED requirements, including Construction Waste Management, Construction Indoor Air Quality, and obtaining materials credits.

Construction Documents

The Architect shall prepare and provide complete plans and specifications in accordance with the Contract, based on the approved Design Development Documents and updated budget for the Cost of the Work. These documents shall be prepared for use in obtaining any and all site and building permits as well as for use in a competitive public bidding process for construction of the facility.

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

The Architect shall develop a written and fully detailed Construction Cost Estimate at 95% completion of the Construction Contract Documents phase. The County reserves the right to request the Architect provide in writing current data and information supporting the reasonableness of the cost estimate.

The Architect shall ensure that Specifications do not stipulate a “pre-approved or pre-qualified list” of subcontractors, manufacturers or such without written consent by the County Purchasing Manager. The Architect shall also ensure the Specifications include an “or equal specification”. Specifications shall include detailed information to assist bidders such as recommended manufacturer name/address/phone. Adverse repercussion may result in the bidding process if the Architect fails to advise or inform the Purchasing Manager of this requirement. The Architect shall bear any/all associated costs for rectifying the Contract Documents. The Architect shall prepare specifications using most current CSI format. The Architect shall furnish for preliminary review all bidding documents to the County electronically and hard paper copy prior to advertisement of the project.

Construction Document Phase deliverables:

The Architect shall submit for review and approval of the County, ten (10) full size copies of each and six (6) copies of half-sized prints of the finalized Design Development and Construction Documents Plans. Provide ten (10) copies and one CD of the full Specifications, including all structural calculations needed for permitting. All plans and specifications shall indicate that they are for Plan Review and permitting. The Architect will provide the County with such documents on diskette or CD in Microsoft Word for record. The Architect shall ensure that any/all documents/specifications prepared by any of its subconsultants are prepared in this format. Any/all documents and program files shall be consistent using the same font, format, style, etc.

Building Department Plan Review/Approval:

The Architect shall submit two (2) final sealed full size sets of Construction Documents to the Building Development Department, County Fire Marshall, and the County Health Department, if applicable (1 additional set). The Architect shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

The Architect shall assist the Owner(s) in making application for and all required permits. The Architect shall respond to all comments of the reviewing agencies during the permit application process and shall attend any required review meetings with the County’s Project Manager and

County officials to resolve the comments. Comments from all required reviews will be incorporated into the documents to prepare the package for bidding the construction. The County will pay all permit review fees.

Drawings, specifications and other documents prepared by the Architect on behalf of the Owner(s) for this Project will become instruments of service for the Architect however, will become and shall remain the property of the Owner(s), whether the project for which they are developed and created or made is executed or not.

The Architect shall be permitted to retain copies, including reproducible copies of the drawings and specifications. However, such copies and materials shall be held in the strictest confidence and the Architect shall not disclose or release any information or material without the prior written consent of the County. The County agrees that the Architect shall not be liable for any damage, loss, or injury resulting from its future use of the Construction Documents other than for purposes related to this Project, when this Architect is not the Architect of Record.

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

I.12.3 Bidding Phase

The Architect, following the County's final acceptance of the Construction Documents plans, specifications, construction estimate and plan review and approval, shall assist the Owner(s) in obtaining bids and assist in awarding and preparing contracts for construction. The Architect shall work cooperatively with County Purchasing to develop the front-end bidding documents for the project. The front-end, Division 0 documents shall be prepared in accordance with County established format for bidding construction of buildings.

The County will use AIA A201 General Conditions, 2007 Edition as modified by the County or similar format thereto. Bidding Documents shall include Architect's and County Instructions to Bidders, AIA A201, 2007, General Conditions, as modified by the County and General Requirements including any/all other documents to facilitate the bidding of the construction project.

The Architect shall provide the Owner(s) with at least ten (10) full size sets and six (6) half-size plans sets of Bidding Documents, Specifications and Conditions of the Contract for construction. Such documents shall be prepared and printed in Times Roman font and with all paragraphs align left style format, double spaced between paragraphs. The plans and specifications shall be labeled *for Construction* and shall be given to the County's project manager for distribution to the user, PW Construction Manager, PW-Buildings and Grounds, PW-Property Management and the Department of Information Technology (DoIT).

The Architect shall assist the County with soliciting, evaluating and awarding bids. The Architect shall consider requests for substitutions by the Bidding Documents, and shall prepare addenda identifying approved substitutions related to LEED requirements.

The Architect shall prepare and distribute Bidding Documents and Plans to interested Bidders. The Architect shall prepare and distribute all of the necessary addenda to the Bidding Documents. The Architect shall maintain a list of bidders purchasing Plans and Bidding Documents. The Architect shall obtain at a minimum, the name of contractor, address, telephone number, contact person, email address, method or the form of payment, and how many sets of documents were purchased. The Architect shall pay for delivery and related fees of Addenda resulting from Architect inaccuracy. The Architect shall furnish a list of the Bidders/Plan Holders to all interested requesting parties.

Bidding Documents shall incorporate any/all County General Conditions. The Architect shall ensure against conflict between various documents including, but not limited to; Division 0, General Conditions as may be modified/supplemented by the County and Division 1, General Requirements and any other specification divisions.

The Architect shall become familiar with County bidding forms used as the front-end section of the Contract Documents. The Architect shall ensure Proposal Documents consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings, alternates, unit prices, allowances and related.

The Architect shall conduct a pre-bid meeting including answering questions and overview the differences between current standard construction practices and LEED principles, procedures, and requirements.

The Architect shall be responsible taking minutes and preparing addenda. The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents related to all sections of the bidding documents and to LEED requirements in the form of addenda. The Architect shall provide the County with copy of the minutes including any/all questions and answers.

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

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

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

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

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

The Architect if directed by the County, shall propose changes to the building design and construction specifications should the lowest qualified construction bid exceed the final approved cost estimate by more than seven percent (7)%. Under this condition, the Architect shall be responsible for all professional fees and all reproduction costs associated with this action.

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

I.12.4 Construction Administration

The Architect shall provide administration of the Contract for Construction as set forth in AIA A201 document, 2007 Edition as modified and/or supplemented by the County. The Architect shall provide the County with a schedule which will reflect any additional time to construction duration resulting from the Architects revising, correcting or clarify plans and specifications. The Architect shall acquire on behalf of the Owner(s) and all close-out documentation and procedures are completed by the Contractor. The Architect shall prepare and submit a final report to the County prior to final release of the Contractor.

The Architect will work cooperatively with County's commissioning consultant and the Construction Manager and its on-site Owner(s) Representative.

As part of Construction Administration Basic Services, the Architect shall record drawings CD ROM in cooperation with the commissioning consultant which are revised to show significant changes in the work made during construction, based on data furnished to the Architect by the Construction Contractor.

Progress Meetings - The Architect shall attend bi-weekly meetings and be responsible for taking minutes of the construction progress at the site and conduct site walk through to adequately determine the stage of construction, and familiarize themselves with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating the Work, when fully completed, is in accordance with the Contract Documents.

Progress Report - The Architect shall prepare and provide a progress report at subsequent construction progress meetings based upon the site visits. The Architect shall keep the Owner(s) informed about the progress and quality of the portion of the Work completed, and report to the Owner(s) Construction Manager any (1) known deviations from the Contract Documents by the Contractor. The Report shall indicate agreed or recommended resolution. (2) if any conditions result in changes to the most recent construction schedule submitted by the Contractor, and 3) defects and deficiencies observed in the Work.

The Architect has the authority to reject Work that does not conform to the Contract Documents and upon such shall notify the Owner(s) Construction Manager of such incident. The Architect shall recommend for prior approval by the Owner(s) Construction Manager any additional required inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. It is understood during construction the Architect has no authority to authorize to the Contractor additional time and/or funds.

The Architect shall interpret and decide matters concerning performance of the Contractor during construction which are consistent with the County's intent. The Architect's response to such requests shall be made in writing within seven (7) days unless such other time limits agreed upon or otherwise with reasonable promptness.

Change Orders and Work Change Directives – The Architect shall review and provide recommendation to the County regarding proposed change orders/change directives. The Architect may be requested to assist in negotiation of such and evaluation of any accompanying supporting documentation or statements accompanying such.

Certification of Payments to Contractor during construction – The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a demonstration to the County that based on the Architect's evaluation of the Work such data comprises the Contractor's Application for Payment. The Architect shall review the Construction Schedule to ensure to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

The Architect shall provide Construction Administration in accordance with County General Condition of the Contract for Construction, until one (1) year after date of final acceptance of the project.

The Architect shall be a representative of and shall advise and consult with the Owner(s) during the provision of the Contract Administration Services. The Architect shall have authority to act

on behalf of the Owner(s) only to the extent provided in this Agreement unless otherwise modified by written amendment. The Architect shall have no authority to bind the County to additional time or funds.

The Architect shall provide administration of the Contract for Construction as set forth in this Contract and the AIA A201 General Conditions, 2007 Edition (a sample document is attached and made a part of the contract). The Architect and its subcontractors shall familiarize themselves in detail with the County's modifications to the AIA A201 General Conditions. The Architect shall provide the following:

- Review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- Responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner(s)-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- Consultation concerning replacement of Work resulting from fire or other cause during construction;
- Review, evaluation and recommendation of claims;
- Evaluation of substitutions proposed by the Owner(s)'s consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom; or
- Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner(s).

The Architect shall review RFI and other request in a timely manner as not to cause delay. The Architect shall ensure the Contractor submits a properly prepared request for additional information. The Architect shall ensure the Contractor includes a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

The Architect shall interpret and decide matters concerning performance of the Contractor under, and requirements of, the Contract Documents on written request of the County. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the County.

The County may request the Architect to render written initial decisions on claims, disputes or other matters in question between the Owner(s) and Contractor. Such information supplied by the Architect to the County is considered non-disclosure information and shall not be disclosed to others unless requested by the County in writing to do so.

The Architect shall provide complete geotechnical services for this project. The County will by separate contract hire its own materials testing firm for the construction phase.

As part of Construction Administration Basic Services, the Architect shall record drawings on disk and CD which are revised to show significant changes in the work made during construction, based on data furnished to the Architect by the Construction Contractor.

The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents related to LEED requirements. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

The Architect shall become generally familiar with and to keep the County informed about the progress and quality of the portion of the Work completed. The Architect shall guard the County against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicated in the Plans and Specifications and when the Work is when fully completed, certify such accordance with the Contract Documents.

It is understood, Architect is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The Architect shall provide the County with detailed information supporting or regarding any work completed by the Contractor which has been determined conforming and acceptable in accordance with the Contract Document but, does not work effectively for its intended purpose.

The Architect shall visit the site at intervals appropriate to the stage of the Contractor's operations, to ensure it is up-to-date and familiar with all stages of the Work related to LEED. The Architect shall keep the Owner(s)'s LEED Representative informed about the progress of the portions of the Work related to LEED requirements.

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner(s), Owner(s)'s consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Architect shall report to the Owner(s) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect

shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

The Architect shall have authority to reject Work that does not conform to the Contract Documents. With prior consent of the Owner(s), in the event the Architect considers it necessary or advisable, the Architect request the Owner(s) consider additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

Certification of Payment to Contractor - The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the County, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents.

The Architect shall represent:

- (1) Evaluation of the Work for conformance with the Contract Documents upon Substantial/final Completion,
- (2) Results of subsequent tests and inspections,
- (3) Correction of minor deviations from the Contract Documents prior to completion, and;
- (4) Specific qualifications expressed by the Architect. The County reserves the right to withhold, any Certificate it determines necessary.

The Architect shall maintain a record of the Contractor's Applications for Payment. The Architect shall record background information and details regarding any circumstances and recommendation on any subsequent action to be taken.

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

The Architects action shall be taken in reasonable promptness however not less than seven (7) day to cause no delay in the Work or in the activities of the County, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

It is understood review by the Architect of submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

The Architect shall prepare Change Orders and Construction Change Directives. The Architect shall furnish such for the County's review, anticipated approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work **not** involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. The Architect shall develop Change Order and Construction Change Directives are prepared in the County's format.

The Architect shall review and provide recommendation regarding Contractor Request for information (RFI). The Architect shall furnish with prior copy to Construction Manager responses to the Contractor's requests for information where such information after careful study and comparison of the Contract Documents, field conditions, other Owner(s) provided information, Contractor- prepared coordination drawings, or prior Project correspondence or documentation.

If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

The Architect shall review properly prepared, timely requests by the Owner(s) or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time.

The Architect shall ensure request for a change in the Work is accompanied by sufficient supporting data and information to permit a reasonable determination for preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner(s) that the requested change be denied.

If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract

Sum, the Architect shall make a recommendation to the Owner(s), who may authorize further investigation of such change.

Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner(s)'s approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner(s)'s execution or negotiation with the Contractor.

The Architect shall maintain records relative to changes in the Work. The County shall not be held responsible for amounts not included by the Architect in the estimate.

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner(s), for the Owner(s)'s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment base upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The Architect's inspection shall be conducted with the Owner(s)s Designated Representative (County Construction Manager/ Construction Management Consultant) to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is determined by the Architect to be substantially complete, the Architect shall inform the County Construction Manager/Construction Management Consultant about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work. The Architect shall maintain a current punch-list of any deficiencies or defects in the work.

As part of Basic Services the Architect shall, upon completion of the Work, review all test reports required by the Contract Documents to determine that all tests have been satisfactorily performed in conformance with the Contract Documents. The Architect shall provide the County with at least three (3) copies of a report concerning such testing. The Architect shall advise the County of any results which are not in compliance with the Contract Documents. Final payment to the Architect shall be conditioned upon submission of such report to the County.

The Architect shall receive from the Contractor and forward to the Owner(s) all project close-out documentation including: (1) consent of surety or sureties, if any, to final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner(s) against liens.

The Architect shall meet with the County's Construction Manager/ Construction Management Consultant or the Owner(s)'s Designated Representative promptly after Substantial Completion

to review the facility operation services close-out procedures. The Architect shall maintain a current list of items to necessitate the project close-out

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SECTION II

PROPOSAL REQUIREMENTS

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

II.1 Effect of Proposal Submission

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

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

II.2 Due Date and Copies Returned

Sealed responses are due no later than March 7, 2013, 3:00 PM local time. The County shall not accept proposals after that date and time. Sealed technical proposals received in the Purchasing Office after the date and time prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

All firms are to submit one (1) proposal marked "original" and six (6) copies of their technical proposals along with proposal on CD ROM.

Offerors should include in the required RFP Submission Form (see following paragraphs) and the Insurance Checklist (see Section III of this RFP) in the seal package containing the "original" proposal submission document.

All technical proposals should be a sealed packaged and clearly labeled with the RFP name/title and RFP number. Offerors should deliver the sealed proposal to:

Shana N. Terry, Senior Contract Specialist
Finance Department - Purchasing Office (MC460)
Prince William County
1 County Complex Court
Prince William, Virginia 22192-9201

Prior to submitting a proposal, all Offerors should visit the Purchasing internet website to confirm issuance of any amendments/addenda to the RFP.

II.3 RFP Submission Form

Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and owner(s)ship disclosures, conflicts of interest, and collusion. The certification on this form must bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

II.4 Conflicts of Interest

This solicitation is subject to the provisions of Section 2.1-639.1 et seq., VA Code Ann., "the Virginia Conflicts of Interest Act". No member of the Board of County Supervisors, or any advisory or judicial body of Prince William County, or any other officer or employee of Prince William County, or any member or employee of any agency, commission, board, or corporation, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Section 2.1-639.2 VA Code Ann.

II.5 Collusion

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

II.6 Ownership

The County requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 3% or more in the firm(s) responding to this RFP.

II.7 Confidentiality

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

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

II.8 Proposal Format Instructions

The County will follow the evaluation process and selection criteria described in Section III of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is strongly recommended. Technical proposals should have an approximate range of fifty (50) pages. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate:

- Understanding the County's Requirements
- Approach and Workplan
- Management Plan and Timetable
- Project Team Qualifications and Experience
- Firm Experience and Capabilities
- References

These elements parallel the basis of the County's proposal evaluation criteria. The County is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

1. Understanding the County's Requirements

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

2. Approach and Workplan

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

The proposal must address in depth the Offerors plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP. The workplan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project.

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

Workplan steps should identify the hours and/or resources that may be required by the County's staff in assisting the Offeror. The Offeror should clearly specify who has primary responsibility for each workplan element; the Offeror or the County's staff.

3. Management Plan and Timetable

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

The section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed workplan.

4. Project Team Qualifications and Experience

This section must include the qualifications of the staff the Offeror will assign to this project once selected.

At a minimum, the Offerors Proposal should:

- Designate a Project Manager.
- Include the organization, functional discipline, and responsibilities of project team members.
- Include an organizational chart, including subcontractors.
- Provide a complete resume or description of each team member's education, professional experience, especially as it relates to this project, length of time employed by the Offeror and/or a subcontractor. Ensure team members resume details the post/position of the team member as it relates to each project experience.
- Indicate on the organizational chart where the member's office is located.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the County.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The Offeror shall include office address of the proposed subcontractor. The names of

subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

The Offeror should provide current workload, commencement and completion dates of past projects that relate or are similar to this project.

5. Firm Experience and Capabilities

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

The Offeror should:

- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe similar projects and services recently provided to local and/or state governments, with particular emphasis on the secured facilities.
- Describe the Offerors local office experience with similar projects. Reflect office location for each Project Team member.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads that practice and where that person is located.
- Describe any local office(s) that will service Prince William County including size, services, area covered, and principal contact person.

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

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

6. References

This section of the Offerors proposal should:

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

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

7. Cost Proposal (Submitted at Interview Stage)

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

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

The Offeror should explain and provide details of any conditions which might increase or reduce the cost of the proposed services.

The proposed cost should reflect and be in accordance with the proposed workplan hours.

The detailed basis for the proposed cost of these services, such as per hour cost or per employee cost should likewise be provided.

All cost must reflect a not-to-exceed figure or lump sum figure to perform the requested services, including reimbursable. Costs must include all items such as professional time, travel, data processing, forms, printing, or other expenses included in your proposed cost.

For services and Reimbursable Expenses of independent professional associates and consultants employed by Architect to render Additional Services unless negotiated otherwise, the County shall pay to the Architect the amount the associate or consultant bills.

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

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

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

- (1) Profit sharing, incentive compensation, or bonuses by any name or form, are not allowable costs except where a bonus is given as a fixed amount understood by the employee as part of his/her salary, which is longstanding established company policy. Also, in order for the bonus plan to be acceptable to County, as a minimum, all full time salaried employees of the firm must be eligible to receive a bonus. The combination of the salaries and bonuses should not exceed salary cap of \$145,000 annually.
- (2) Individual salary charges to the Project are not an allowable cost to the extent that the annual salary is computed to be greater than one hundred thousand dollars (\$100,000). The total of direct and indirect annual salary charges should not exceed \$145,000.
- (3) Federal, State, or Foreign income taxes are not an allowable cost.
- (4) Legal expenses for retainer, review of contracts, etc., will be allowed as long as they are considered reasonable by County. However, litigation expenses, including but not limited to attorney fees and costs, are not allowable.
- (5) Fines and other penalties imposed by law or legal process are not allowable costs.
- (6) Any and all types of interest are not allowable costs.

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

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

Sample format is provided below:

SCHEDULE OF COMPENSATION FOR BASIC SERVICES

Evaluation And Planning Services

Validation of Schematic Design Report \$ _____
Reimbursable Expenses Estimate _____

TOTAL \$ _____

Schematic Design Documents

Schematic _____
Topographic & Physical Survey of Site _____
Geo-technical Report _____
Reimbursable Expenses Estimate _____

TOTAL \$ _____

Design Development Documents

Design Development \$ _____
Site Development _____
Reimbursable Expenses Estimate _____

TOTAL \$ _____

Construction Documents

Construction Documents \$ _____
Bidding & Negotiation \$ _____
Reimbursable Expenses _____

TOTAL \$ _____

Contract Administration Services

Contract Administration \$ _____
Testing Service Estimate _____
Reimbursable Expenses _____

TOTAL \$ _____

TOTAL CONTRACT AMOUNT SUMMARY:

Total Compensation Basic Services & Optional Services, if applicable	_____
Total Reimbursable Expenses	_____
Total Other Costs	_____
 CONTRACT TOTAL	 _____

II.8.1 Pre-award Audit Information

To assist in determining the reasonableness of the offer, the Offeror selected for negotiation may be requested to provide the following information in accordance with County pre-award audit:

- (1) Time, actual or average hourly rate by classification (certified).
- (2) Latest completed fiscal year trial balance, indicating all individual accounts and amounts including any FARS non-allowable.

Example: Interest, entertainment.

- (3) Salary in excess of \$100,000 and what portion is charged to overhead and direct salary.
- (4) A complete CPA report for latest fiscal year ended.
- (5) Full explanation of any corporate allocations, indicating accounts, amounts and methods of allocations.
- (6) Full explanation of bonus policy.
- (7) Any indirect salary within any specific account, such as business promotions must be detailed.
- (8) Details of all litigation expenditures.
- (9) Complete description of accounting systems, list of all officers/ principals, organizational chart, chart of accounts, and company brochures.
- (10) Copy of any audit performed by any other local, state and/or federal agencies.
- (11) Development of rates for in-house computer, reproduction or other rates used by the firm.

(12) Relationships between firms and lessor for rental charges. If common control exists, financial information of the lessor will be required (balance sheet and income statements).

The Offeror shall respond to each of the above items. For those items the Offeror is unable to provide a response the Offeror shall indicate with non-applicable (n/a) and/or non-available at this time.

SECTION III

SELECTION OF ARCHITECT

This Section of the RFP outlines the County's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

III.1 Approving Authorities

The Approving Authorities for this RFP are the Chief of Nokesville Volunteer Fire and Rescue Department, the Prince William County Fire and Rescue Association, the Prince William County Director Public Works, and final approval by the Prince William County Board of County Supervisors. The authority to approve acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

III.2 Selection Committee

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

III.3 Basis for Award

The Selection Committee will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The Committee shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

Based on the results of the technical evaluation, the highest rated firms may be invited by the County Purchasing Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, workplan, and qualifications of the firm. This Committee will then conduct a final evaluation of the firms.

The award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the County, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

III.4 Evaluation Criteria

The Committee will base the initial and final evaluation on the following criteria:

Maximum Points	Evaluation Criteria
10	Understanding the County's requirements
15	Approach and workplan
15	Management plan and timetable
40	Project Manager & Team qualifications and experience specifically fire station designs
20	Firm experience and capabilities

100

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

The County may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

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

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

III.5 Prime Architect

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

III.6 Contract Development

Once a firm is tentatively selected based on the “Evaluation Criteria”, the County reserves the right to negotiate further with the selected firm. As a result of contract discussion and negotiation, the County may propose a contract which amends the scope of the RFP or the firm's proposal prior to signing the contract. At the same time, this RFP and the firm's proposal may be incorporated by reference directly into the final contract. All documents in response thereto shall constitute the whole agreement between the parties. A sample contract is included herein.

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

III.7 Contingency of the Contract Award

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

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

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

III.8 Contract Agreement for A/E Services

This Contract or may be referred to as Agreement represents the entire and integrated agreement between the Owner(s) and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both Owner(s) and Architect. This Contract a sample copy is included herein and made a part of the RFP will incorporate such additional documents as deemed necessary and such specific obligations of each party will be specified in the final signed contract.

The County will consider contracts proposed by Offerors. Any contract awarded, however, shall be in a form acceptable to the County.

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

III.9 Type of Contract

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

III.10 Purchase Order

A Purchase Order will be provided to the successful Offeror. The Purchase Order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the Purchase Order does not supersede any provisions of the resulting Contract. Performance time and dates are determined solely by the Contract, and any modification thereto.

III.11 Acceptance, Invoicing, and Payment

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

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

III.12 Insurance for Architect/Engineering Consultant Services

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

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

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

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

1. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Architect from liability or damages for any injuries (including liability or damage which may arise by virtue of statute or law in force within the Commonwealth of Virginia).
2. The Architect agrees to maintain Comprehensive General Liability insurance in the amount in accordance with limit identified on Insurance Checklist, to protect the Architect, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the construction of the project.
3. The Architect agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount in accordance with limit identified on Insurance Checklist, including property damage, covering all owned, non-owned, borrowed, leased or rented vehicles operated by the Architect. In addition, all mobile equipment used by the Architect in connection with the contracted work, will be insured under either a standard Automobile Liability policy or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
4. The Architect agrees to maintain Professional Liability insurance in accordance with limit identified on Insurance Checklist. This coverage shall continue in force for three years following completion of construction of the project. In the event that the coverage in effect upon execution of this contract is terminated for any reason prior to the third year after completion of construction of the project, the Architect agrees to initiate new coverage equivalent to same limit in accordance with limit identified on Insurance Checklist per occurrence/aggregate per year. Any such new coverage will contain a provision which provides Prior Acts coverage to protect the Architect from claims caused by errors, omissions, or negligent acts which occurred during the time frame the Architect's liability was covered by the former insurance carrier.
5. The Architect agrees to accept liability for and bear the costs of change orders to the construction contract caused by errors and omissions whose cumulative cost to the County exceeds two percent of the construction value.
6. Liability Insurance "Claims Made" basis: If the liability insurance purchased by the Architect has been issued on a "claim made" basis, the Architect must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Architect must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the professional services contract. This certificate shall

evidence a "retroactive date" no later than the beginning of the Architect's or consultant/subcontractors work under this contract; or

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

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

8. The Architect agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with III.12 (Continued) the Best's Key Rating of at least A:I.

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

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

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

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

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

No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30 day written notice to the County. The Architect shall furnish a new certificate prior to any change or cancellation date. The failure of the Architect to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

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

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

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

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

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

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

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

PRINCE WILLIAM COUNTY, VIRGINIA INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm. See specification section entitled "General Insurance Requirements". Architect's Insurance Agent shall mark a "check" yes or no as to availability of insurance. Note: If you have answer "No" to any of the requirements, provide written explanation on a separate sheet.

COVERAGE REQUIRED LIMITS (FIGURES DENOTES MINIMUM)

Yes No*

- X 1. Workers' Compensation 1. Statutory Limits of the
and Employers' Liability; Commonwealth of VA:
- X Admitted in Virginia Yes
- X Employers' Liability \$100,000
- X All States Endorsement Statutory
- X USL&H Endorsement Statutory
- X 2. General Liability 2. \$1,000,000 Combined
- X M&C/CGL Single Limit Bodily
- X Products Injury and Property
- X Completed Operations Damage Ea. Occurrence
- X Contractual Liability
- X Personal Injury
- X Independent Contractors
- X 3. Automobile Liability 3. \$500,000 Combined
- X Owned, Hired, & Non-Owned Single Limit Bodily
- X 4. Prof. Errors and Omissions 4. \$1,000,000 Limit Each Occurrence
- X 7. Fire Legal Liability
- X 8. Other Insurance:
- X 9. County additional insured on Policies (This coverage is primary)
- X 10. 30 day cancellation notice required.
- X 11. Best's Guide Rating - A:I or Better, or Equivalent
- X 12. The Certificate must state Bid/RFP No. and Bid/RFP Title
- X 13. Umbrella Liability

OFFEROR AND INSURANCE AGENT STATEMENT

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

OFFEROR

INSURANCE AGENCY

SIGNATURE

AGENT SIGNATURE

PHONE NUMBER: _____

PRINCE WILLIAM COUNTY CONTRACT

CONTRACT NO.: sample document

SUBJECT: PRINCE WILLIAM COUNTY _____

BY AND BETWEEN:

Owner(s)/County:

PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS
1 COUNTY COMPLEX COURT
PRINCE WILLIAM, VIRGINIA 22192-9201
(703) 792- 6770

and the Architect:

This Contract is entered into this ____ day of, year by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, or assignee, hereinafter called the party of the first part (“Owner(s)” or “County”) and ____ Architects PPC (“Architect”), hereinafter called the party of the second part. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated into this Contract by reference and made a part hereto.

A. Definitions

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

1. “County” and/or “Owner(s)” shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below as authorized by the Purchasing Regulations.
2. “Contract Administrator” assigned to administer this Contract for the County is Prince William County Department Public Works Director. The Contract Administrator on behalf of the Owner(s), who may designate an employee as Project Manager, who shall have such authority to act on behalf of the Owner(s) as may be established by the Contract Administrator.

The Contract Administrator may also designate an On-Site Field Representative who shall be responsible to the Owner(s), and who shall work with the Architect, the Owner(s), and the Contractor to insure compliance with the Contract Documents, and to apprise the Owner(s) as to the progress and quality of the Work. The On-Site Representative shall have no authority to bind the Owner(s) or the Architect unless such authority is mutually agreed upon by the Architect and the Owner(s) in writing. Such writing shall clearly define the extent of such On-Site Representative's authority. The designation of an Owner(s)'s Representative or an On-Site Field Representative shall not be deemed to relieve the Architect of any responsibilities under this Agreement. The Contract Administrator shall use its best effort within its control to render decisions in a timely manner pertaining to documents submitted by the Architect

3. “Architect” shall mean – (insert company name) whose authorized representative is (insert name), who is responsible for the performance obligation of the Architect under this Contract. The Architect shall have no authority to bind the Owner(s) to additional time or funds, unless the Owner(s) has previously agreed such authority to in writing.

B. Precedence of Documents

The executed Contract Agreement shall take precedence over all other documents. Where there is a conflict in provisions, the following order shall take precedence:

- 1 Contract Agreement between Parties
- 2 Attachments to the Contract
- 3 RFP for (name), as amended
- 4 Architect’s Proposal dated,

C. Incorporation of Documents

The following documents for the Contract are incorporated by reference as fully a part of the Contract thereof as if attached to this Contract or repeated herein:

1. RFP entitled _____, as amended
2. Architect Proposal dated,
3. Architect's insurance certificate(s)

D. Key Personnel and Special Consultants

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

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

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

The Architect shall assign to this Contract the following consultants:

Sample Only for purpose of draft contract:

- Geotechnical, Civil Engineering and Surveying
- Cost estimating

E. Statement of Work

The Architect shall provide and pay for professional services and non-professional services, and shall perform all other services necessary, to fully and properly complete the design for _____ fire stations as set forth in the RFP.

The Architect shall under Basic Services provide interior design services and assist the County with its system furniture requirements for this project.

The Architect shall prepare the Construction Contract Documents in compliance with any/all requirements of any ordinances, regulations, and/or laws, which is applicable to the Work.

F. Time of Commencement and Completion (Contract Time)

The period for all services provided by the Architect under this Contract shall be from the date of the Contract award, through design and construction phases and shall terminate one (1) year after the one year warranty period date of construction completion of the project. The Architect is advised in an effort to meet September 2013 award of construction the Architect shall develop a design schedule to achieve final approved plans for both libraries advertisement of bids for construction no later than June, 2013.

G. Time of Essence

The Architect hereby acknowledges that time is of the essence to the Contract.

H. Contract Amount

In return for the services identified herein, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated for this Project. The Architect shall be compensated the total Contract Sum of: **dollars and zero cents (\$)** for satisfactory completion of the services in accordance with the RFP .

I. Method of Payments

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

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

For services and Reimbursable Expenses of independent professional associates and consultants employed by Architect to render Additional Services beyond Basic Services of the Architect, the County shall pay to the Architect the amount the associate or consultant bills the Architect.

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

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

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

Expenditures made by County to the Architect shall be in accordance with allowable cost requirements as indicated below:

(1) Profit sharing, incentive compensation, or bonuses by any name or form, are not allowable costs except where a bonus is given as a fixed amount understood by the employee as part of his/her salary, which is longstanding established company policy. Also, in order for the bonus plan to be acceptable to County, as a minimum, all full time salaried employees of the firm must be eligible to receive a bonus.

(2) Federal, State or foreign income taxes are not an allowable cost.

(3) Legal expenses for retainer, review of contracts, etc., will be allowed as long as County considers them reasonable. However, litigation expenses, including but not limited to attorney fees and costs, are not allowable.

(4) Fines and other penalties imposed by law or legal process are not allowable costs.

(5) Any and all types of interest are not allowable costs.

Compensation for Additional Services

For project representation by the Architect beyond the basic services, as described in the RFP and in this Contract, the Architect will be compensated for employee's actual time and direct expenses:

J. Subcontractor Payment Provisions

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

1. The Architect shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Architect by the Owner(s) for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the Owner(s) attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the Owner(s) and any subcontractors, in writing, of its intention to withhold all or a part of a subcontractor's payment with the reason for nonpayment.
2. The Architect shall be obligated to pay interest to a subcontractor on all moneys owed by the Architect that remain unpaid after seven (7) days following receipt by the Architect of payment from the Owner(s) for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1(b) of this section. The Architect's

obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation of the Owner(s). A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Architect is hereby required to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth in subsections 1, 2 and 3 of this section with respect to each lower-tier subcontractor.

K. Modifications or Changes to This Contract

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

The Head of the using department for this Contract, with the concurrence of the Purchasing Manager, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order". Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Architect shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

Architect need not perform any work described in any Change Order unless it has received a written certification from the Owner(s) that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Architect shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or services. Later notification shall not bar the honoring of such claim or demand unless the Owner(s) is prejudiced by such delay.

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

L. Non Discrimination Clause

1. During the performance of this Contract, the Architect agrees as follows:

- a. The Architect 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 Architect. The Architect agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- b. The Architect, in all solicitations or advertisements for employees placed by or on behalf of the Architect, will state that such Architect 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.

2. The Architect will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase orders over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Architect.

M. Drug-free Workplace

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

A "*drug-free workplace*" means a site for the performance of work done in connection with this Contract awarded to the Architect. The Architect's employees shall be 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.

N. Governing Law

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia.

O. Claims and Disputes Provisions

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

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

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

The County Executive's decision on the claim shall be rendered in writing to the Architect within forty-five (45) days of the Purchasing Manager's receipt of the request from the Architect, and shall be final and binding on behalf of Prince William County, unless the Architect submits the claim for determination by the Board of County Supervisors within thirty (30) days of County Executive decision by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board.

The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

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

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

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

P. Termination for Convenience of The County

The parties agree that the County may terminate this Contract or any work or delivery required hereunder, from time-to-time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interest of the County. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or designee, mailed or delivered to the Architect, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Architect shall:

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

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

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

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

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

In the event that the Architect is not satisfied with any payments, which the Purchasing Manager shall determine to be due under this clause, the Architect may seek resolution of any claim or dispute in accordance with the "Disputes" clause of this Contract.

When termination for the convenience of the County is a provision of this Contract, the Architect shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages, which may be suffered. Failure to include such provisions shall bar the Architect from any recovery from the County whatsoever of

loss and/or damage sustained by a subcontractor or consultant as a consequence of termination for convenience.

Q. Termination for Default

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

R. Termination for Non-Appropriation of Funds

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

S. Examination of Records

The Architect agrees that the Owner(s) or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Architect involving transactions related to this Contract.

The Architect further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Owner(s) or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such Architect involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The period of access provided in the paragraphs above for records, books, documents, and papers which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

T. Indemnification and Hold Harmless Agreement

The Architect hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injuries and personal injuries to the public, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Architect, including their agents, subcontractors, employees, volunteers, or in connection with work under this Contract. It is understood and agreed that the Architect is at all times herein acting as an independent Architect.

U. Independent Architect Status

The Architect is at all times herein acting as an independent Architect in the performance of this Contract, and the Architect, his subcontractors, their agents, employees and officers are not employees of the County for any purposes.

V. Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Architect to any other party without the express written permission of the Owner(s).

W. Ethics in Public Contracting

The Architect hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-3477; VA. Code Ann., and that all amounts received by it are in accordance with therewith.

X. Integration Clause

This Contract written on the date first shown above and the Contract Document as ratified shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract and the Contract Documents shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provisions described herein.