

REQUEST FOR PROPOSALS



PROPOSAL TITLE: CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES

PROPOSAL NUMBER: RFP #24-0521

PROPOSAL DUE DATE: TUESDAY, MAY 21, 2024

PROPOSAL DUE TIME: 3:00 P.M.

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I. PUBLIC NOTICE

REQUEST FOR PROPOSALS: RFP#24-0521 CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES

The Clarke County Purchasing Office, on behalf of the Clarke County Government, Schools, and Sanitary Authority, is soliciting competitive sealed proposals from qualified firms for civil and environmental engineering services.

Sealed proposals for civil and environmental engineering services should be clearly marked, "RFP 24-0521 CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES" and must be received by the County in at least one of the two ways below:

- By delivering the sealed proposal in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time), Tuesday, May 21, 2024.
- By posting electronically on eVA before the deadline of 3:00:00 p.m. on Tuesday, May 21, 2024.

Proposals received after the due date of 3:00:00 p.m. on Tuesday, May 21, 2024 will not be accepted.

Proposal documents are available at Clarke County Purchasing Office, 129 Ramsburg Lane, Berryville, VA 22611, phone 540-955-5148. Proposal documents can also be found on-line at www.clarkecounty.gov.

Each vendor must be an Equal Opportunity Employer as defined by Federal and State laws and the Code of Virginia §11-51.

Clarke County reserves the right to reject any and all proposals, to waive informalities, and to negotiate with the successful offeror(s).

Brenda Bennett
Director of Joint Administrative Services

**REQUEST FOR PROPOSALS
CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES
RFP #24-0521**

II. Special Terms and Conditions

A. Background and Purpose of Contract

1. The intent of this "REQUEST FOR PROPOSALS" (hereinafter known as "this document") and resulting contract is to obtain the services of a qualified firm (hereinafter known as "Vendor") to provide general professional civil and environmental engineering services for the Clarke County Government, Schools, and Sanitary Authority (hereinafter known as "County)."
2. The award(s) shall be based on the vendor(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest bidder, or to more than one Contractor, when deemed to be in the best interest of Clarke County.
3. The provisions set forth herein are for contractual goods/services rendered to Clarke County, Virginia, hereinafter to be inclusive of but not limited to Clarke County Joint Administrative Services, General Government, Sanitary Authority, and School Board, and referred to as Clarke County. All offerors are bound by these provisions. Further, these conditions and requirements become part of any contract awarded between Clarke County and the successful vendor(s).
4. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by Clarke County or authorized representative.
5. Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contract shall comply with all applicable federal, state and local laws and regulations.
6. The County intends to utilize a single engineering firm for the various projects needing civil engineering services that will arise over the term of a contract. However, the County reserves the right to separately procure services for projects when this is deemed to be in the best interest of the County.
7. The County is advertising a RFP instead of an IFB the County is procuring professional services.
8. The County's current contract for civil and environmental services with Hurt & Proffitt is scheduled to expire on June 30, 2024.

9. Over the last four years, the County has spent an average of approximately \$23,700 per year on this contract, with expenditures ranging anywhere from approximately \$7,000-\$46,000 each year. The vendor that is awarded a contract from this RFP is not guaranteed work and the amounts previously mentioned in this paragraph are for convenience only.

B. Pre-Proposal Inquiries:

1. It is preferred that all questions be done in writing by emailing Mr. Mike Legge, Purchasing Manager, at purchasing@clarkecounty.gov Please put “Questions-RFP-0521” in the subject line. Please have all questions submitted before noon on May 13, 2024.

2. Should you need to contact someone regarding this document, the following names are listed for your convenience. Please be sure to contact the person best suited to answer your questions or concerns.

NAME	TITLE	VOICE (FAX)
Brenda Bennett	Director of Joint Administrative Services	540-955-6172
Mike Legge	Purchasing Manager	540-955-5148
Brandon Stidham	Planning Director	540-955-5130
Melissa Fox	Accounts Payable Specialist	540-955-6171
Sarah Shiley	Sanitary Authority Senior Billing Clerk	540-955-5185

C. Proposal Due Date

Sealed proposals for civil and environmental engineering services should be clearly marked, "RFP 24-0521 CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES" and must be received by the County in at least one of the two ways below:

- By delivering the sealed proposal in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time), Tuesday, May 21, 2024.
- By posting electronically on eVA before the deadline of 3:00:00 p.m. on Tuesday, May 21, 2024.

Late proposals will not be accepted.

D. Timeframe

1. It is expected that the first term of the contract will start when the contract is signed through June 30, 2025. The County reserves the right to renew the contract for three additional one-year terms, if both parties agree to the renewal.

2. The following is an estimated time frame for the completion of this project:

RFP ADVERTISED	April 23, 2024
PROPOSALS DUE	Before 3:00 pm on Tuesday, May 21, 2024.
PROPOSAL AWARD	Estimated 2-4 weeks after Proposal Due Date
PROJECT TIME FRAME	Issuance of contract through June 30, 2025 with the option to renew for three additional one-year terms.

Please note that the above dates are simply estimated time frames; Clarke County reserves the right to change dates as deemed necessary in the best interest of its constituents.

E. Addenda

1. Addenda may occur prior to proposal opening. It is the vendor's responsibility to check the website (www.clarkecounty.gov) listing frequently to ensure that all solicitation information is complete and accurate. Upon award, this document in its entirety including any forms and addenda shall be referred to as the contract.
2. The County will attempt to notify all vendors that are known to have a complete set of Proposal Documents; however, it is ultimately the responsibility of each company to check the County website (www.clarkecounty.gov, business, and current solicitations) for addendums.
3. Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.
4. No Addenda will be issued later than two (2) days prior to the date of receipt for Proposals except:
 - a. any Addendum withdrawing the Request for Proposals
 - b. any Addendum that includes postponement of the date of receipt for Proposals.
5. Each Contractor shall ascertain before submitting a Proposal how many Addenda, if any, were issued.
6. Each Contractor shall certify on the Response Form the number of additional addenda received.

F. **Inclement weather: In the event that the Clarke County Purchasing Office is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid/proposal opening; the pre-bid (pre-proposal) conference or bid/proposal opening will occur on the next business day that Clarke County Public School Administrative Offices are open at the appropriate times as stated in the IFB/RFP or on an alternative day/time stated in a notification posted by the Clarke County Purchasing Department. Please check the County website, www.clarkecounty.gov, under business, and procurement notifications for updates regarding any changes in meeting times and/or due dates.**

G. Notice of Award

All Notices of Award and Notices of Intent to Award will be posted on the County website, www.clarkecounty.gov, under business, and procurement notifications.

H. Use of Subcontractors

1. Clarke County reserves the right to reject the Contractor's selection of Subcontractors.

I. Specific Reference to General Terms and Conditions

1. **A bid bond will not be required.**

2. **Payment and Performance Bond.** Payment and Performance Bonds will not be required.

3. Vendors are responsible for all costs associated in preparing a proposal submittal. The County will not pay for any costs associated with preparing a proposal.

4. Insurance Requirements

a) A Certificate of Insurance will be required from the selected vendor; please refer to General Terms and Conditions for complete instructions. Please include a sample of your Certificate of Insurance with your proposal. All vendors shall include the cost of insurance in their proposal pricing.

b) Worker's Compensation Coverage is required for employers of three or more employees, to include the employer. Contractors who fail to notify the County of Clarke of increases in the number of employees and subcontractors that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Vendors (employers of three or more employees) shall include the cost of worker's compensation insurance in their bid pricing. The selected vendor (if employer of three or more employees) must provide evidence of Worker's Compensation Insurance coverage before starting any work. All vendors are solely responsible for insuring their workers and themselves when doing work for Clarke County.

A vendor (employers of three or more employees) without Worker's Compensation insurance can submit a proposal; however, the selected vendor must purchase and show evidence of the Worker's Compensation to the County before receiving the contract or starting any work.

Employers with less than three employees are not required to have Worker's Compensation Coverage. Employers with less than three employees that do not have Worker's Compensation Coverage agree that by submitting a bid that they are independent contractors and that the vendor and its employees are not employed by the County of Clarke and are not covered by the County's worker's compensation coverage program.

- a) Be sure to instruct your insurance carrier as to how the Certificate of Insurance is to be worded.
- b) Contractor shall be responsible for requiring any subcontractors to have the same amounts/types of insurance as the Contractor.
- c) If you have any questions regarding these limits, please contact the Clarke County Purchasing Office for clarification and discussion.
- d) Note that the selected vendor shall furnish the County with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. The selected vendor must provide an endorsement letter that verifies that Clarke County, its officers, officials, employees, volunteers and agents (as their interest may appear)" are additionally insured.
- e) Any vendor that is awarded a contract is responsible for ensuring that their employees and any and all subcontractors have insurance coverage and Worker's Compensation coverage. The County shall not be responsible for any injury (including death) of any vendor or subcontractor that is visiting, inspecting, climbing, or working on the site(s).
- f) The selected vendor agrees to accept responsibility for property damage, injury, or death caused by the acts or omissions of its employees or representatives to the fullest extent permitted by law.

5. Codes, Permits, Fees, Licenses, and Notices

- a) It is the responsibility of the Vendor to maintain all required licensing and training for his/her employees to provide the services as stated in this RFP, if applicable. Costs for these items shall be the responsibility of the Vendor and shall be included in the proposal price(s).
- b) It is the responsibility of the selected vendor to obtain and pay for all necessary permits, inspections, licenses, and notices. The selected vendor shall include these costs in the estimate or cost of repairs.
- c) The Vendor shall supply copies of all licenses to Clarke County, upon request.
- d) The Vendor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

e) Vendors submitting a proposal are not required to have a Clarke County Business License. However, the **selected** vendor(s) may be required to have a Clarke County Business License before starting work. Please contact the Clarke County Commissioner of the Revenue (540-955-5187) for more information about business licenses. Costs for the business license will be the responsibility of the selected vendor.

J. Submittals

1. The following forms are provided for uniformity and should be completed (in entirety) and returned as part of your proposal:

- a) Sample copy of Certificate of Insurance showing coverage.
- b) A signed copy of any addendum issued before bid opening date and time.
- c) Attachment C: SCC Form

Per § 2.2-4311.2 of the Virginia Public Procurement Act, any contractor/vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Vendors submitting a bid/proposal shall include the identification number that was issued to them by the State Corporation Commission. Any vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its quote a statement describing why the vendor is not required to be so authorized.

d) Copy of Virginia Contractor's License, if applicable.

e) Seven copies of a transmittal letter (not exceeding two pages) and Standard Form 330 with no alterations or additions. If submitting electronically through eVA, only one copy is needed.

2. Proposals should be prepared simply and economically, providing a complete and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Ownership of all data, materials, and documentation originated and prepared for the RFP shall belong exclusively to Clarke County and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a vendor shall not be subject to public disclosure; however, the vendor must **clearly** identify the sections by marking "Proprietary" at the top of each applicable page and must explain why the protection is necessary.

K. Work Covered by Contract Documents

1. This section generally summarizes the Work, exclusions and special considerations applicable to the Contract. The Contractor shall thoroughly examine the entire Contract Documents, in addition to this section to determine the scope of work required under this Contract.
2. Where a specification section, which has been assigned to the Contract, refers to another specification section for standards, criteria, procedures, and methods of fabrication, it shall be deemed as included in the Contract by reference.
3. Any incidental work required to accomplish the work of the Contract shall be undertaken and completed at no additional cost to Clarke County.
4. All work performed and all materials used shall be ADA compliant, including but not limited to all materials supplied to the Contractor by all tiers of Subcontractors.
5. Contractor will review the Scope of Work to become familiar with the entire project and will advise Clarke County of any discrepancies.

L. Contract Method

1. This project will likely be awarded as one (1) contract.
2. Upon proposal review and approval by Clarke County, a purchase order or contract will be issued to the Contractor(s).
3. In most cases, receipt of purchase order or contract from Clarke County by the Contractor shall be considered the “Notice to Proceed” and/or “Contract”.
4. Selected vendors may be contacted to discuss potential contracts. A completed Certificate of Insurance with the County of Clarke, VA listed as Certificate Holder is required to be on file with the County before any work is allowed to begin.

M. Proposal Evaluation Criteria

1. Selection of the successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum evaluation criteria will include:
 - a. Familiarity with the project’s area of specialty (municipal engineering).
 - b. Past performance and experience with projects of similar scope.
 - c. Qualifications and availability of personnel to be assigned to the work.
 - d. Response Time: Ability of the firm to complete tasks in a timely manner and ability to attend meetings in Clarke County.

- e. References from current or past clients.
- f. Overall strength of the proposal.
- g. Lack of conflicts of interest with Clarke County. The evaluation committee reserves the right to eliminate a vendor from consideration if the County believes that the vendor has conflicts of interest that may hinder the County's ability to conduct business with the vendor during the contract. Members of the evaluation committee may score a vendor lower that has possible conflicts of interest.

2. The County shall evaluate the proposals and engage in individual discussions with two or more offers deemed the most fully qualified, responsible, and suitable on the basis of the County's evaluations. These Offerors will be requested to make a presentation to County Officials to explain their proposal and answer questions. Firms short-listed will be notified of the time and location for interviews. Non-binding cost estimates may be discussed during the interview/presentation.

3. At the conclusion of the discussion, on the basis of evaluation factors as stated in the RFP and all information developed during the selection process, the County shall select in the order of preference two or more Offerors, whose professional qualifications and proposed services are deemed to be the best for completing this project.

4. Negotiations shall then be conducted; beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. If not, negotiations with the Offeror ranked first shall be formally terminated and negotiations with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

5. The County may also work with the selected engineer's subcontractor or in-house architectural staff for specific projects assigned to the selected engineer, if it is deemed in the best interest of the County.

6. The selected vendor must be deemed to be responsible and responsive. The County will determine if the selected vendor is responsible and responsive.

N. Independent Contractor

The selected vendor will be hired as an independent contractor and thus, agrees and understands that they, the vendor and its employees, are not employed by the County of the Clarke.

O. Contractor's Duties

1. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by Clarke County or authorized representative.
2. The Contractor shall immediately upon discovery, bring to the attention of Clarke County any conflicts that may occur among the various provisions of the specifications and plans.
3. Failure of the Contractor to bring conflicts or exceptions to the attention of Clarke County shall allow Clarke County to require any changes deemed necessary before acceptance by Clarke County.
4. Contractor shall be responsible for all property damaged, or persons injured, by the Contractor's and/or subcontractors' negligence. This includes, but is not limited to, fences, trees, plants, grass, walks, drives, building surfaces – interior/exterior, visitors, visitors' belongings and vehicles, county equipment, building contents, etc.

P. Material Delivery, Storage and Handling (if applicable)

1. Contractor shall be responsible for (1) the protection of materials from deterioration during delivery, and while stored on site, and (2) all project related deliveries to the site, and materials stored on site.
2. Clarke County is not responsible for any material or equipment that is stored or left on Clarke County property.
3. Materials shall be stored in a neat and safe way as to prevent any type of accident.

Q. Procedures for Authority, Workmanship, Inspection and Clean-up

1. Authority.....The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the County authorized representative.
 - a) The Contractor shall comply with requests and/or orders issued by the authorized representative(s) acting within their authority for Clarke County.
 - b) The Director of Joint Administrative Services must approve any change to the contract in writing.
2. Workmanship.....All work under the resulting contract shall be performed in a skillful and workmanlike manner.
 - a) Contractor shall be responsible for conduct and supervision of its personnel.

b) There shall be no smoking or vaping on any School-owned property or in any County Government-owned building.

3. Inspection.....Clarke County may, from time to time, make inspections of the work performed under this contract. Any inspection by Clarke County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

II. SCOPE OF WORK

A. Clarke County Government is soliciting this RFP in hopes of securing a contract with a qualified engineering company that can provide professional civil and environmental engineering services. The services will include, but are not limited to:

CLARKE COUNTY PLANNING AND ZONING

1. The County is responsible for reviewing site plans and subdivision plats for compliance with zoning and subdivision ordinances. There may some situations in which the County needs the selected vendor to assist with the review.
2. The selected vendor will be responsible for reviewing E&S (Erosion & Sediment) control plans and providing bonding estimates for projects. Part of this function includes coordinating with DEQ on any concurrent stormwater management plan reviews as the County has opted out of local stormwater management plan review.
3. Although the need arises very rarely, the selected vendor may be asked to review blasting plans.
4. Transportation (on-site and off-site). Transportation impacts to public road network (coordinated with VDOT review).
5. Easement design, if needed.
6. Providing technical assistance with drafting special use permit conditions.
7. Providing technical assistance with review of proffered conditions.
8. Providing other case-specific technical issues as deemed necessary by the Clarke County Zoning Administrator or Planning Commission.
9. Providing assistance in the preparation of area land use policies, plans, and implementation measures addressing in a general manner the storm water, utilities, transportation, and environmental issues.

CLARKE COUNTY SANITARY AUTHORITY

1. The Clarke County Sanitary Authority will utilize the selected vendor for engineering services needed for water and sewer plant and system modifications/upgrades (examples include plants, water towers, lift stations, grinder pumps, hydrants, mains, laterals, etc.). Other services that the selected vendor may be asked to perform for the Clarke County Sanitary Authority include: water and sewer system modeling, flow and pressure surveying, availability and user fee studies/reviews, standards and specifications review/development, and other consulting services as needed for water and sewer treatment, collection, and distribution.

2. Assistance with determining availability and usage fees.
3. Easement design, if needed.

CLARKE COUNTY GOVERNMENT

1. Design and bid preparation services needed for small construction and/or renovation projects.
2. Interested vendors should be aware that there may be some projects in which the selected vendor may be representing the County in several capacities at once. For example, there may be a water capital project in which the selected vendor is preparing design specs for the Sanitary Authority and assisting with the site plan and review for the Clarke County Planning/Zoning Department and the Clarke County Government.
3. It is possible that the Town of Boyce may ride the County's contract with the selected vendor for as-needed engineering services.

B. As part of being awarded the contract, the selected vendor is expected to attend the following meetings, when requested by authorized County personnel. As part of doing business with Clarke County, the selected engineer should attend the following meetings at no charge to the County. If it is determined during the term of the contract, that the contracted engineer is needed to attend more meetings than normal, the County and the selected engineer may discuss a flat fee for attending additional meetings.

1. Monthly Clarke County Sanitary Authority Board Meetings (Currently held every third Tuesday of each month at 9:00 a.m.). The contracted engineer is typically needed to attend about 3-4 meetings a year. These meetings typically last about an hour to an hour and a half.
2. Monthly Clarke County Planning Commission Meetings. The contracted engineer is typically needed to attend about a third of these meetings, which correlates to about 1-2 a year.
3. Monthly Clarke County Board of Supervisors Meetings (Currently held every third Tuesday of each month at 1:00 p.m.). The contracted engineer is typically needed to attend one or two meetings a year.

C. The selected vendor shall keep their hourly labor rates (charged to the County) firm for at least two years. Any request to increase the rates must be approved in writing by the Director of Joint Administrative Services before the proposed rate increase is actually applied to any County invoice.

D. Vendors should be aware that the County prefers a fixed fee for planning/zoning services so that applicants know the fee up front. For example, the County prefers that the selected vendors provides a fixed fee for a site plan review so that the applicant knows what the cost is up front and there are no surprises. The County will negotiate these fixed fees with the selected

vendor and may ask about the rate structure during the interview process (where non-binding cost estimates are allowed to be discussed).

E. Vendors submitting proposals shall be aware of the following:

1. **Clarke County shall not pay for travel time to work sites, meetings, etc.**

2. The selected A&E vendor shall select the “least-cost” staff needed to complete respective tasks for the County. In other words, the selected engineering firm shall not select its highest paid staff for every task.

3. Due to the fact that the selected engineering vendor will be reviewing plans submitted by individuals, developers, and businesses on behalf of the County, the County prefers that the selected engineering vendor not perform engineering services for work planned within the County limits for anyone besides the County Government, School System, Sanitary Authority, or the Town of Berryville. Firms that are able to show that they are willing to avoid this conflict of interest will likely be scored higher during the evaluation process.

F. Use of Subcontractors

1. The **Contractor agrees not to assign or subcontract** any of the work or obligations required under this contract **unless the Contractor first obtains the written consent of Clarke County**, which may be withheld for good cause.

2. These specifications shall not be construed as creating any contractual correlation between any Subcontractor and Clarke County.

3. Any acts and omissions of persons employed by the Contractor, including Subcontractors, shall be the full responsibility of the Contractor.

END OF SCOPE OF WORK

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Attachment A – Proposal Response Form.

Sealed proposals for civil and environmental engineering services should be clearly marked, "RFP 24-0521 CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES" and must be received by the County in at least one of the two ways below:

- By delivering the sealed proposal in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time), Tuesday, May 21, 2024.
- By posting electronically on eVA before the deadline of 3:00:00 p.m. on Tuesday, May 21, 2024.

This form should be completed and returned as part of your proposal packet.

1. NAME AND ADDRESS OF FIRM/BIDDER

SIGNATURE		
BY (print name)		
TITLE	DATE	
COMPANY NAME		
STREET ADDRESS		
CITY, STATE, ZIP		
TELEPHONE	FAX	E-MAIL

SOCIAL SECURITY OR FEDERAL TAX I.D. #		
CLARKE COUNTY BUSINESS LICENSE #		
VIRGINIA CONTRACTOR'S LICENSE #	EXPIRATION DATE	CLASS
SCC IDENTIFICATION NUMBER (IF APPLICABLE)		
NAME OF INSURANCE CARRIER, BROKER OR AGENCY		

2. SUBCONTRACTORS

The following Subcontractors are proposed for the item(s) of work listed. Trade contractors are subject to review per the General Conditions. List only the firms that will supply any labor at this site.

ITEM OF WORK	SUBCONTRACTOR

3. RECEIPT OF CORRESPONDENCE

The undersigned acknowledges receipt and inclusion of the following into the proposal: (If none, write "NONE".)

- A. Pre-proposal minutes _____ Dated: _____
- B. Pre-proposal minutes _____ Dated: _____
- C. Addendum No. _____ Dated: _____
- D. Addendum No. _____ Dated: _____

4. PROPOSAL PRESENTATION

- A. The Contractor having carefully examined the Proposal Documents and all other related documents, fully reviewed the existing site conditions, and having become familiar with all conditions affecting the proposed work, including the availability of labor, materials and equipment, agrees to perform all Work required by the Proposal Documents.
- B. The Contractor, if awarded a Contract, agrees to commence the work on the date(s) specified in the Notice(s) to Proceed; to carry the work forward expeditiously with adequate forces; and subject to authorized adjustments, to achieve Interim Milestones, Substantial Completion and Final Completion in accordance with the dates or periods of performance set forth in the Contract Documents.

5. CONTRACTOR'S ORGANIZATION (strike out all conditions that do not apply)

- A. An individual or sole proprietorship
- B. A partnership
- C. A joint venture
- D. A corporation organized under the laws of the State of _____

6. ATTACHMENTS

The following is a checklist of items that are to be included with the Proposal Response Form and should be completed by the Contractor:

- A. _____ Attachment B: Company Certification
- B. _____ Attachment C: SCC Form
- C. _____ Sample Certificate of Insurance
- D. _____ Seven copies of transmittal letter and Standard Form 330 with no alterations or additions. (only one copy is needed, if submitted electronically on eVA).
- E. _____ Recognition of any addendum posted
- F. _____ Copies of any required licenses or permits

7. SIGNATURE AND SEAL

Signed and sealed this _____ day of _____, 20____

BIDDER - SIGNATURE: _____

NAME: _____

TITLE: _____

END OF PROPOSAL RESPONSE FORM
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ATTACHMENT B:
CLARKE COUNTY
DEPARTMENT OF JOINT ADMINISTRATIVE SERVICES
PURCHASING DEPARTMENT
129 Ramsburg Lane Berryville, VA 22611
Phone (540) 955-5185 Fax (540) 955-0456

Compliance with Virginia Law for Transacting Business in Virginia.

The undersigned hereby agrees, if this Bid/Proposal is accepted by Clarke County, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offer is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

Rick Catlett
Superintendent

Dr. Cathy G. Seal
Assistant Superintendent



Dr. Jessica Nail
Director of Curriculum and Instruction

Randy Trenary
Director of Operations

Clarke County Public Schools

317 West Main Street
Berryville, Virginia 22611

Phone: (540) 955-6100 www.clarke.k12.va.us

CLARKE COUNTY, VIRGINIA
RFP #24-0521
CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES

ATTACHMENT C - COMPANY CERTIFICATION

The undersigned, on behalf of _____
(insert company name)

hereby certifies to the Clarke County School Board and Clarke County Public Schools that any employee of the company who will have direct contact with students on school property during regular school hours or during school-sponsored activities while providing services called for in the contract:

- A. have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

This certification is provided in accordance with the provisions of § 22.1 - 296.1 of the Code of Virginia.

Certification is also made in accordance with § 2.2 - 4311.1 that:

- A. the contractor does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Signature: _____ Date: _____

Printed Name and Title of Person Making Certification

Address: _____ Phone: _____

Fax: _____

Service(s) Provided: _____

ATTACHMENT D:
COUNTY OF CLARKE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by the County of Clarke. The County of Clarke includes the Clarke County Board of Supervisors and General Government, the Clarke County School Board and School System, and all other agencies, boards, and commissions under the fiscal direction of the Clarke County Board of Supervisors.

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- HH. ANITTRUST
- II. DEFAULT
- JJ. TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS
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A. **COMPETITION INTENDED:** It is Clarke County’s intent that this document permits competition. It shall be the prospective bidder’s responsibility to advise the Director of Joint Administrative Services in writing if any language requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this document to a single source. The Director of Joint Administrative Services must receive such notification not later than ten (10) calendar days prior to the date set for the bids to close.

B. **INQUIRIES:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder shall contact the Director of Joint Administrative Services, no later than seven (7) days before the due date.

Any changes after the bid is advertised will be official only when submitted in writing and signed by the Director of Joint Administrative Services.

Any and all changes will be made by addendum and sent to all recorded holders of the bid documents.

All addenda issued will become part of the bid.

For a list of specific persons available to discuss this bid, see Points of Contact.

- C. **INCONSISTENCY IN PROVISIONS:** In the event there are inconsistencies between the General Terms and Conditions and any other schedules contained herein, the first shall govern.
- D. **COOPERATIVE PURCHASING:** It is the desire of Clarke County that all other jurisdictions be allowed to “ride the bid” and enter in to a contract with any successful Contractor chosen by Clarke County, based on mutual agreement between successful Contractor(s) and other jurisdiction(s).

If this bid is used as a cooperative IFB issued by Clarke County, the following would apply:

- 1. Clarke County is acting as the “Contracting Agent” for the jurisdictions concerned and shall not be held liable for any costs, damages, etc., incurred by any other jurisdiction.
- 2. Each jurisdiction will execute its own purchase orders with the Contractor(s) and be invoiced accordingly, in accordance with each jurisdiction’s purchasing policy and procedures.
- 3. For copies of other jurisdictions’ terms and conditions, Contractor must contact them.

- E. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Article 6 of the Virginia Public Procurement Act (VPPA) as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered in to by Clarke County. A copy of these provisions may be obtained from the Director of Joint Administrative Service upon request.

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or Subcontractor in connection with their bid, and that they have not conferred to any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The provisions referenced above supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.2-3100 et. Seq.). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Clarke County, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the anti-trust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Clarke County, under said contract.

Consistent and continued tie bidding could cause rejection of bids by Clarke County and/or investigation for anti-trust violations.

- F. **TAX-EXEMPT STATUS:** Since municipalities and school districts are exempt from all direct federal and state taxes, Clarke County is tax-exempt and will provide a tax-exempt certificate upon request. Contractor is responsible for paying any and all taxes on any purchases that it directly makes.
- G. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. All Court proceedings shall be held in the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws, rules, ordinances, and regulations.
- H. **FIRM BID PRICING:** Clarke County requires the bid price remains firm for ninety (90) days after date of the bid opening, during which period bids may not be withdrawn. “Discount from list” bids are not acceptable unless requested.
- I. **TIE BIDS:** The Joint Administrative Services Department and all other departments of Clarke County making purchases of services, supplies, material or equipment, shall, in making purchases of same, give preference to services, supplies, material or equipment sold by Clarke County and the State of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.
- J. **ANTI-DISCRIMINATION:** Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: “Section 2.2-4311, Employment Discrimination by Contractor Prohibited” which reads:

All public bodies shall include in every contract of more than \$10,000 the following provisions:

- 1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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 contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

L. DEBARMENT STATUS: By submitting a bid, the bidder certifies that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town, or County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

M. RESPONSE FORM PROCEDURES:

1. Response Forms must be signed and received at the Purchasing Office, before the opening hour.

2. Sealed Bids and Sealed Proposals offered by fax and or telephone will not be accepted.

3. Quotes offered by fax will be accepted; however, telephone quotes will not be accepted.

4. All Response Forms delivered in person must be delivered to the Purchasing Office.

5. In submitting a Response Form, the bidder signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment and/or services necessary to perform this project in accordance with all documents constituting the bid and will comply satisfactorily with the bid documents.

6. Further, the bidder signifies that when necessary he/she has inspected the site on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the bid documents. Failure to visit the site will in no way relieve the successful bidder from performance under the contract.

7. All information required by the solicitation must be supplied to constitute a responsive bid. All information submitted including prices should be typed so as to insure legibility. However, the bidder's signature shall be handwritten in ink in order for the bid to be considered.

8. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.

9. By submitting a Response Form, bidders certify that they are not currently debarred by Clarke County from submitting bids, proposals or quotes on contracts, nor are they an agent of any person or entity that is currently debarred by Clarke County from submitting bids, proposals or quotes.

10. Any Response Form submitted with corrections must have corrections initialed by the person who signed the original. The unit price will prevail in the event an error is made in computing totals.

11. All prices for materials are to be F.O.B. Destination, prepaid and allowed. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order, commodity description, and quantity.

12. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute written consent of Clarke County.

13. Bidders are encouraged to have a representative at the bid opening if information on the bids submitted is desired.

14. Bids will be opened at the advertised local prevailing time, but Clarke County officials reserve the right to take sufficient time to study the various bids and then make the awards. Bids will be awarded as promptly as possible after the closing date.

15. Unless otherwise specified, Response Forms must be submitted in triplicate and will be received at:
Clarke County Purchasing Office

129 Ramsburg Lane
Berryville VA 22611

16. Sealed Bid envelopes must be clearly marked, with the IFB number and project name, on the outside, lower left corner as follows:

Sealed Bid – Do Not Open

IFB # _____
PROJECT NAME _____

17. Sealed Bids will be received up to the advertised time and date at the Clarke County Purchasing Office and at the appointed time will be opened publicly and read allowed. The clock on the Purchasing Office's wall will be used to log the time each bid/proposal is received.
18. If more than one bid opening is held the same date, bids will be opened in succession as numbered and lettered (A, B, C, etc.).
- a. Late bids will not be accepted. Bids received in the mail will be returned to the bidder unopened (provided properly sealed and marked as indicated above). Failure to comply with conditions set forth herein may result in removal of bid (all/part) from consideration.
 - b. All contracts, unless otherwise specifically stated, shall provide materials/commodities in new, first class condition, fresh stock, latest model, design or pack. This shall include any containers suitable for shipment, usage and/or storage unless otherwise indicated within this document. Verbal agreements to the contrary will not be recognized.
 - c. Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specifications and which are clearly necessary for the completion of such equipment and its appurtenance shall be considered a part of such equipment although not directly specified or called for in the specifications.
 - d. By law, Clarke County will not receive any materials, products, or chemicals that may be hazardous to an employee's health, unless accompanied by a Material Safety Data Sheet (MSDS) when products and/or chemicals are received. **MSDS must be submitted to Clarke County in triplicate.**

N. BID WITHDRAWALS

1. A bidder, for contract other than for public construction, may request withdrawal of his/her bid before award, by submitting a written request to the Director of Joint Administrative Services.
2. After bid/proposal opening, corrections shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the price actually intended. After the opening, no changes in prices or other provisions of bids/proposals prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid/proposal if:
 - a. the mistake is clearly evident on the face of the bid/proposal document but the intended correct bid/proposal is not similarly evident; or
 - b. the vendor submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Joint Administrative Services.
3. If bid bonds were tendered with the bid, Clarke County may exercise its right of collection. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder in which the ownership of the withdrawing bidders is more than five percent (5%).
4. If a bid is withdrawn under the authority of this paragraph, the lowest qualified remaining bid shall be deemed to be the low bid.
5. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Director of Joint Administrative Services.
6. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or to perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

O. AWARD SPECIFICS

1. Clarke County reserves the right to accept, reject and/or cancel all or any part of any Response Form, and to waive minor technicalities.
2. Awards will be made to the lowest responsive and responsible bidder(s), provided services and quality are considered to be equal to (or better than) that offered by other bidders, and the right is reserved to make the award to other than the lowest bidder when it is in the best interest of Clarke County. Further, Clarke County will be the sole judge as to conditions affecting such interest.
3. Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and/or furnish the item(s), and the bidder shall furnish to Clarke County all such information and data for this purpose, as may be requested.
4. Clarke County reserves the right to inspect bidder's physical facilities before award to satisfy questions regarding the bidder's capabilities.
5. Clarke County further reserves the right to reject any bid, proposal or quote if the evidence submitted by, or investigations of, such bidder fails to satisfy Clarke County, that such bidder is properly qualified to carry out the obligations of the contract and to complete the work and/or furnish the item(s) contemplated therein.
6. Clarke County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services confirm to the specification.
7. A contract shall not be assignable by the Contractor, in whole or part, without the written consent of Clarke County.
8. Unless otherwise specified, the right is reserved to make award based on all work and/or items, or on any part of work/items, whichever is in the best interest of Clarke County.
9. The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges will be at the Contractor's expense. Clarke County shall be the sole and final judge.
10. The Contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.
11. The right is reserved to decide when a deviation from specifications is of sufficient consequence, when measured against the purpose for which the item will be purchased, to justify including it for consideration. Clarke County shall be the sole and final judge.
12. Should the delivery of any part of an order be delayed beyond time specified, or should any portion of the products delivered fail to comply with the specifications, Clarke County shall have the right to buy at market price for immediately delivery, and any excess cost of same over the price named herein is to be paid by the Contractor or deducted from any money due him/her thereafter.
13. If delay is foreseen, the Contractor shall give thirty (30) days prior written notice to the Director of Joint Administrative Services. Clarke County has the right to extend delivery date if reasons appear, in the sole discretion of Clarke County, to be valid. The Contractor must keep Clarke County advised at all times of status of order.
14. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Joint Administrative Services Department to purchase supplies, equipment or services elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
15. **The Joint Administrative Services Department will permit NO SUBSTITUTIONS OR CANCELLATIONS after award without written approval.**
16. When Clarke County notifies a bidder, in writing, of its acceptance of the bidder's price(s) of any goods or services, this notification will signify the effective date of the acceptance of this contract.
17. Cancellation of a contract for any reason may result in the removal of the successful bidder's name from the mailing list for future bidding. If the cancellation is for non-performance of the contract, such cancellation may be at the successful bidder's expense.
18. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Office before final payment on the contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

P. JUSTIFICATION FOR TERMINATION

1. Clarke County may terminate this contract in whole or part whenever the Director of Joint Administrative Services shall determine that such a termination is in the best interest of Clarke County.

2. Any such termination shall be effected by delivery to the Contractor at least ten (10) business days prior to the termination of a written Notice of Termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective.
3. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit or unperformed services.
4. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval by Clarke County until said work or service is completed and accepted.
5. Possible reasons for termination are:
 - a. Termination for Convenience – in the event this contract is terminated or cancelled upon request and for the convenience of Clarke County, without the required ten (10) days advance written notice, then Clarke County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause – termination by Clarke County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived in the event of Termination for Cause.
 - c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Q. DRUG FREE WORKPLACE: Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: “Section 2.2-4312, Drug-free Workplace to be Maintained by Contractor; Required Contract Provisions” which reads:

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

R. INSURANCE REQUIREMENTS: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors, at any tier, will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Please note the below insurance requirements are guideline minimum amounts only, and, depending on the goods/services required, may be increased or decreased. **Any changes in insurance requirements will be referenced within this document, under Specific Reference to General Terms and Conditions.**
2. The successful bidder shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of Clarke County by the bidder, his/her agents, representatives, employees or Subcontractors.
3. Actual proof of coverage as contained herein shall be submitted to Clarke County Purchasing Office within five (5) days after award has been made and before any work starts, services are provided, or goods are delivered.
4. The bidder shall maintain such coverage for the duration of the contract period for “occurrence” policies. “Claims made” policies must be in force, or that coverage purchased, for three (3) years after contract completion date.
5. The Certificate of Insurance shall be properly completed as follows:

- a. It shall name “Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)” as “Certificate Holder”.
- b. It shall list “Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear) added as an additional insured” under “Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions”.
- c. This provision may not apply to Professional Liability or Workers’ Compensation/Employers’ Liability.

6. **The Certificate of Insurance shall be for a minimum of the following:**

a. **Worker’s Compensation- Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of Clarke of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

b. **Employer’s Liability - \$100,000**

c. **General Liability – per occurrence \$1,000,000.00**

This coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Bodily Injury and Property Damage, Personal and Advertising Injury, and Commercial General Liability form including Products/completed Liability Operations.

d. **Automobile Liability – per occurrence \$1,000,000.00**

Coverage shall be sufficient to cover all vehicles owned, used or hired by the bidder, his/her agents, representatives, employees and/or Subcontractors.

e. **Product Liability \$1,000,000.00**

Refer to General Liability above.

f. **Professional Liability/Errors and Omissions Coverages are required when soliciting those services as follows:**

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,350,000 per occurrence, \$7,050,000 aggregate
**(This complies with §8.01-581.15 of the Code of Virginia)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- 7. The Contractor’s insurance company shall provide thirty (30) days written notice to Clarke County before any cancellation, suspension, or void of coverage, in whole or part, where such provision is reasonable.
- 8. **Contractor shall be responsible for making sure any/all Subcontractors each provide a Certificate of Insurance and meet all of Clarke County’s insurance requirements.**

9. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Clarke County. At the option of Clarke County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to obtain a bond guaranteeing payment of losses and related claims expenses.
10. Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided to Clarke County, its officers/officials, agents, employees and volunteers.
11. The insurer shall agree to waive all rights of subrogation against Clarke County, its officers/officials, agents, employees and volunteers for any act, omission or condition of premises by which the parties may be held liable by reason of negligence.
12. The bidder shall furnish Clarke County with the Certificate(s) of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
13. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than A: VII. If A.M. Best rating is less than A: VII, approval must be received from the Director of Joint Administrative Services.
14. All coverage designated herein shall be as broad as the Insurance Services Office ((SO) forms filed for use with the Commonwealth of Virginia.

S. BOND REQUIREMENTS

1. **Any necessary bonds will be referenced within this document, under Specific Reference to General Terms and Conditions** and the requirements are outlined below.

- a. **Bid Bonds** – Each bidder shall accompany their bid with a bid bond or certified check in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter into the contract.

If a bid bond is required and stated in an invitation for bid and a bidder submits a bid without a bid bond, the bidder will be considered non-responsive and shall be disqualified.

- b. **Performance and Payment Bonds** – The successful Contractor shall furnish both a performance and payment bond, each in the amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract.
- c.) One or more surety companies authorized to do business in Virginia shall execute each of the bonds and the contractor shall select the surety company. Required bonds shall be payable to the County.

3. **Any other special bonding requirements will be listed under Specific Reference to General Terms and Conditions.**

4. All bonds shall be obtained at bidder's expense and shall be included in the bid price.

T. PERMITS AND LICENSES

1. Clarke County will attempt to make reference, within this document, to any necessary permits and licenses under Special Terms and Conditions. However, the contractor is ultimately responsible for ensuring that he/she has all the required permits and licenses.
2. For convenience purposes only, the following most commonly required permits and licenses are listed with their respective contact information.

Clarke County Building Permit
Per instructions from Building Department Office
Phone 540-955-5112

Clarke County Business License
Per instructions from Commissioner of the Revenue's Office
Phone 540-955-5108

Virginia State Contractor's License
Per VA Board for Contractors Statutes Title 54.1, Chapter 11
Phone 804-367-8500

Town of Berryville Since some of the county and school property is located within the limits of the Town of Berryville, Contractor is advised to check with the Town office to see what permits and licenses might be required for those projects. The Town Office phone number is 540-955-1099.

3. Clarke County does not waive any fees involved in securing Clarke County (or any other) permits. Any required permits and licenses are to be obtained at bidder's or Contractor's expense and to be included in the bid price.

4. All permit/license numbers must be indicated on or attached to the Response Form of this document.

U. PAYMENTS TO CONTRACTOR

1. Contractor warrants having clear title to all materials and supplies by submission of invoice being presented for payment.
2. All submitted invoices shall reflect the contract number and/or purchase order number, a detailed itemized breakdown of all charges, and (unless otherwise specified) shall be delivered to:

**Clarke County Accounts Payable
317 West Main Street, Suite B
Berryville VA 22611**

(v) 540-955-6171 (f) 540-955-0676

- a. All submitted invoices shall show payer identification as follows:
- b. Individual Contractors shall provide social security number.
- c. Proprietorships, Partnerships and/or Corporations shall provide their federal employer identification number.
- d. Payment will be made thirty (30) days after receipt of proper invoice, or thirty (30) days after receipt of all goods or inspection and acceptance of work, whichever is later.
- e. Payment shall not preclude Clarke County from making a claim for adjustment on any item later found not to have been in accordance with the contract.
- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County of Clarke shall promptly notify the contractor as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.
- g. Materials delivered shall be installed prior to invoicing, or else surety is to be provided.

V. PAYMENTS TO SUBCONTRACTORS

1. Any mention of the term "subcontractor(s)" in this section shall include any and all sub-tier Contractors.
2. A Contractor awarded the contract under this solicitation is hereby obligated to:
 - a. Pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from Clarke County for the proportionate share of payment received for work performed by the Subcontractor(s) under the contract or to notify Clarke County and the Subcontractor(s), in writing of the Contractor's intention to withhold payment and the reason.
 - b. Pay the Subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Clarke county, except for amounts withheld as stated above.
 - c. The date of mailing of any payment by U. S. mail is deemed to be payment to the addressee.
 - d. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation on the part of Clarke County.
 - e. By submitting an invoice, the contractor agrees that all subcontractors have been paid or will be paid and the Contractor shall be responsible for resolving any and all claims submitted by the subcontractors.

W. DISPUTES

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) calendar days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.
2. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

X. PROTEST OF AWARD OR DECISION TO AWARD

1. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest, in writing, to the Director of Joint Administrative Services, no later than ten (10) calendar days after the award announcement or decision to award, whichever occurs first.
2. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror.
3. Written protest shall include basis for the protest and relief sought.

Y. USE OF BRAND NAMES

1. Unless otherwise provided within this document, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names; it conveys the general style, type, character, and/or quality of the article desired, and any article which Clarke county in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
2. Any catalog, brand name or manufacturer's reference used in the bid invitation is descriptive – not restrictive – it is to indicate the type and quality desired.
3. Bids on brands of like nature and quality will be considered.
4. If other than brand specified is offered, illustrations and complete description (manufacturer, brand or trade name, catalog number, etc.) must be submitted with bid. Please note that samples may be required.
5. If bidder makes no other bid and takes no exception to the specifications or reference data, the bidder will be required to furnish brand names, numbers, etc., as specified.
6. Bidders, by their signature and submission of bid, certify that any/all item(s) bid upon meet and/or exceed the specifications.

Z. PAYMENT OF CLARKE COUNTY TAXES

1. All bidders located or owning property in Clarke County shall assure that all real and personal property taxes are paid before submitting a bid.
2. Clarke County will verify payment of all real and personal property taxes by the successful bidder before the award of any contract.

AA. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

1. Clarke County is required to comply with state and federal disability legislation: §504 of The Rehabilitation Act (RA) of 1973, The Americans with Disabilities Act (ADA) for 1990 Title II, and the Virginians with Disabilities Act (VDA) of 1990.
2. Specifically, Clarke County may not, through its contractual and/or financial arrangements, directly or indirectly, avoid compliance with Title II of the ADA, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities.
3. Subtitle A protects qualified individuals with disability from services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the RA of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the ADA. The VDA of 1990 follows the RA of 1973, Section 504.

BB. CONTRACT QUANTITIES

1. The quantities specified in this document are estimated only, and are given for the information of bidders and not for the purpose of bid evaluation. They do not indicate the actual quantity to be ordered, since such volume will depend upon requirements that develop during the contract period.
2. Quantities shown shall not be construed to represent any amount which Clarke County shall be obligated to purchase under the contract, or relieve the Contractor of obligation to fill all orders placed by Clarke County.
3. No bid will be considered which stipulates that Clarke County shall guarantee to order a specific quantity of any item.

CC. DEVIATIONS: If there is any deviation in any bid from that prescribed in the Scope of Services, the appropriate line in the Scope of Work/Services shall be ruled out and the substitution clearly indicated and submitted with the Bid Response Form. Clarke County reserves the right to determine the responsiveness of any deviation(s).

DD. SAFETY

1. All Contractors and Subcontractors performing services for Clarke County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), state and county Safety and Occupational Health Standards and any other applicable rules and regulations.
2. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

EE. HOLD HARMLESS CLAUSE: Bidders shall provide that, during the term of this contract, including any warranty period, for the firm indemnifying, defending and holding harmless of Clarke County, its officials, employees, agents, representatives thereof, from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or Contractor's employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The bidder also agrees that this clause shall include claims involving infringement of patent or copyright.

FF. REFERENCES: All bidders shall include with their Response Form a list of current references for whom comparable work has been performed or to whom comparable goods have been provided. A separate attachment has been provided and must be completed entirely and returned with the bid. Failure to include Reference Form may be ample cause for rejection of bid as non-responsive.

GG. FEDERAL/STATE LAWS AND COUNTY ORDINANCES: Any and all Federal and Commonwealth of Virginia Laws and County Ordinances that are not referenced or stated in the County's General Terms and Conditions shall apply to all contracts/orders.

HH. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Clarke all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchases or acquired by the County of Clarke under said contract.

II. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County of Clarke, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

JJ. TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS. Some, but not all, examples of clauses that may delay or stop a contract from being signed are shown below:

- a. The County shall attempt to remove late fee clauses.
- b. The County shall attempt to remove one-time fee clauses, such as administrative, restocking, and documentation fees.
- c. The County shall attempt to remove clauses involving the adjustment of payments due on a fixed-price contract (without prior County approval).
- d. The County shall attempt to remove clauses that provide the vendor with an automatic renewal of a contract unless County notification is provided within a particular time frame.
- e. The County shall attempt to remove clauses where the County is asked to reimburse a vendor for its expenses to refurbish equipment or materials that have been leased by the County to ensure that the vendor can resell or release the item.

- f. The County shall attempt to remove clauses where the County is asked to provide a security deposit.
- g. The County shall attempt to remove any clauses that disclaim warranties.
- h. The County shall attempt to remove any clauses that put time constraints on the County's right to file legal action.
- i. The County shall attempt to remove indemnity clauses from all contracts. If the complete removal of an indemnity clause can not be agreed upon, the County shall ensure that the maximum amount of liability is satisfactory. The County also may attempt to include its own indemnity clause in which the County's maximum amount of liability is clearly stated.
- j. The Clarke County Treasurer must approve any contract that allows a vendor to directly debit/charge the County's bank account.
- k. All Court proceedings shall be held in the Commonwealth of Virginia.

When a specific contract clause can not be agreed upon, the County reserves the right to end negotiations with the respective vendor and begin negotiations with another vendor.

KK. SEVERABILITY OF CONTRACT: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

LL. The County reserves the right to waive or amend any of its General Terms and Conditions if the Purchasing Agent and/or Joint Administrative Board deem it to be in the best interest of the County.

END OF GENERAL TERMS AND CONDITIONS
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Professional Engineering Services Contract

THIS CONTRACT is made as of _____ between the County of Clarke, Virginia, hereinafter referred to as "County" and _____, hereinafter referred to as "Vendor".

SECTION I – WITNESSETH THAT:

WHEREAS, the County requires professional engineering consulting services for various County of Clarke projects, to be issued as individual Work Orders to Vendor from time to time.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION 2 – DEFINITIONS

As used herein with initial capitalization, whether in singular or in the plural, the following terms shall have the following meaning:

County: The County Administrator, Board of Supervisors, Clarke County School Superintendent, Clarke County School Board, and the Clarke County Sanitary Authority.

Vendor: _____

Project: As defined by specific written Work Orders issued by the County.

SECTION 3- TERM

The term of the contract will be from July 1, 2024 through June 30, 2025 with the option to renew for up to three additional one-year terms.

SECTION 4 – THE COUNTY'S RESPONSIBILITIES

Each specific Work Order shall include any documents, specifications, scope of services, or other such documents that are provided by the County to Vendor.

The County Administrator, School Superintendent, Joint Administrative Services Director, or designee ("herein known as "County Official") will act as the County's representative in connection with this Contract. The County Official or designee shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to Vendor's services for

each Work Order. Notwithstanding the terms of this contract, the County reserves the right to procure engineering services directly from other firms if the County Official determines that it is in the best interest of the County.

The County shall do the following in a timely manner so as not to delay the services of Vendor and shall bear costs thereto:

- 4A. Provide all criteria and full information as to County requirements for each Work Order, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, if they exist, which County will require to be included in the Drawings and Specifications.
- 4B. Assist Vendor by placing at Vendor's disposal all available information pertinent to the County's projects including previous reports and any other data relative to design or construction of the project.
- 4C. Arrange for access to and make all provisions for Vendor to enter upon public and private property, as required for Vendor to perform services under this Contract.
- 4D. Furnish approvals and permits from all governmental authorities having jurisdiction over each of the County's projects and such approvals and consents from other as may be necessary for completion of each Work Order except where the obtaining of such approvals, permits and consents is within the scope of services to be provided by Vendor.
- 4E. Give prompt written notice to Vendor whenever the County observes or otherwise becomes aware of any development that affects the scope or timing of Vendor services.

SECTION 5 – RESPONSIBILITY OF VENDOR

- 5A. Vendor shall render in a professional and proper manner the services set forth in the Scope of Services from the County or in any other such form of assignment as mutually agreed to in writing. These assignments shall be issued as Work Orders and upon execution by both parties become a part of this Contract. Work Order estimates should be prepared with the same level of detail as outlined under 5D, below, but on a prospective basis. Services performed by Vendor shall be compensated pursuant to the fee schedule attached as Exhibit A contained herein unless otherwise mutually agreed upon by the parties.
- 5B. It is understood that certain services such as site plan reviews and site plan compliance are ad hoc services. These should also be formalized in a Work Order at the outset of the contract year to clarify the terms of such services. Ad hoc services should be minimized, so as to provide the parties with the best possible prospective view of the boundaries of the each project.
- 5C. During the contract period representation by Vendor of applicants (excluding the County) for land use and community development projects within Clarke County shall not be permitted.

5D. Vendor will provide a separate invoice for each Work Order. Progress billings for Work Orders will be made no more frequently than a monthly basis. Each invoice will itemize:

1. . The Professional service type (ex. Staff Engineer).
2. . The hourly rate corresponding to the professional service type.
3. . The task accomplished by the professional, with dates.
4. . The hours associated with each task.
5. . A listing of direct expenses, including laboratory testing.
6. . A listing of any markup on direct expenses.
7. . The percentage completion of the Work Order.
8. . Clarke County Purchase Order number, if any.

*If a work order, Purchase Order, or contract is based on a lump sum amount that is based on estimated labor hours and a respective labor rate, the invoice(s) pertaining to that work would not have to break out the itemized service type, rates, hours, etc because the hours and rates would have already been agreed upon.

5E. Vendor will charge for productive hours only, not travel to and from the work site.

5F. Vendor will attend monthly Clarke County Sanitary Authority Board Meetings, Planning Commission Monthly Meetings, and Board of Supervisors Monthly Meetings, on as needed basis, at no charge. It is estimated that the selected vendor will need to attend 3-4 CCSA Monthly Board Meetings a year, 1-2 Planning Commission Meetings per year, and 1-2 Board of Supervisors Meetings a year. If during the term of the contract, it is determined that the selected engineer is needed to attend more than the typical number of meetings described, herein, both parties may negotiate a fixed rate for the selected vendor to attend additional meetings.

5G. The descriptions of the several job classifications provided by Vendor are listed in Exhibit C. Vendor agrees to manage the assignment of tasks to these job classifications in such a way as to minimize the total cost to the County.

5H. Use of subcontractors must be pre-approved by the County. Subcontractors must be procured by Vendor on a competitive basis.

5I. Vendor will provide monthly status reports of work orders underway for the County indicating the activities performed, those planned for the coming month, any problems or issues encountered during the month, and any action required by the County.

SECTION 6 – ADDITIONAL SERVICES OF VENDOR

If authorized in writing by the County, Vendor shall furnish additional services that are considered by Vendor and the County to be beyond the original scope of work for a Work Order. These additional services shall be compensated pursuant to the fee schedule attached as Exhibit A contained herein unless otherwise mutually agreed upon by the parties.

SECTION 7 – SCHEDULE OF SERVICES

The services provided for herein shall commence upon the date and in accordance with schedules stipulated in a written notice to proceed for each Work Order.

SECTION 8 – OPINIONS OF COST

Because Vendor has no control over the cost of labor, materials, equipment and services provided by others, or for the means, methods, techniques, sequences, procedures, or safety measures incidental to a contractor's work, County agrees that any project development, project construction, or related cost estimates provided by Vendor cannot, and will not, be the basis for any claim against Vendor provided there was a reasonable basis for such estimates pursuant to Section 9 hereof.

SECTION 9 – DUE DILIGENCE

Vendor will exercise due diligence to ensure that the tasks for which it is responsible are assigned to competent people, that they perform these tasks in a cost-effective and efficient manner; that all plans, recommendations, and specifications developed by it rest on sound scientific, technical, and logical foundation; that any materials, methods or apparatus selected by it are sufficient and suitable for their purpose; that its work conforms to applicable laws, codes, and regulations in effect at the time of issuance of the applicable Work Order; and, in general, that its performance conforms to the standard of care and skill ordinarily used by members of Vendor's profession practicing under similar circumstances at the same time and in the same locality.

In the event that any Work under any Work Order fails to be in conformance with the specifications or applicable laws, rules, or regulations, Vendor shall re-perform, remediate or repair (as applicable) such Work at no extra cost to the County. Further, the County shall retain its right to terminate the Contract consistent with the provisions contained in Section 14 hereof. The parties agree that the remedies provided herein are the sole and exclusive remedies for such failure, and no other remedies are provided for in law or in equity.

SECTION 10 – COMPENSATION

Vendor will submit periodic statements requesting payment. Such requests shall be based upon the amount and value of the work and services performed by the Vendor under this Contract, and shall be prepared by Vendor and supplemented or accompanied by the supporting data outlined in Section 5D hereof.

Each invoice shall be true, correct, and just, and authorized by a representative of Vendor. The County agrees to pay invoices in a timely manner, generally within 30 days.

Vendor and the County shall meet annually, if needed, to discuss the adjustment of rates contained in Exhibit A and other matters related to compensation.

SECTION 11 – RECORDS & AUDITS

Vendor will prepare and provide a monthly status report that summarizes each open task order. The status report shall include work completed, milestones, invoice history, etc.

Vendor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles, procedures and practices. Vendor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the County.

For all projects that are performed other than on a lump sum basis, the County shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying, during normal business hours and upon advance written notice to Vendor. Vendor shall provide proper facilities for such access and inspection. Notwithstanding the above, the County shall have the right of access to, and copies of, any such records relating to work for the County by Vendor. Such right of access and copies shall exist during the term of this Contract, and for a period of three (3) years and three (3) months thereafter.

Audits conducted pursuant to this provision will be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency (ies).

Vendor agrees to the disclosure of all information and reports, resulting from access to records pursuant to the above, to the County. Where the audit concerns the Vendor, the auditing agency will afford Vendor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final report will include the written comments, if any, of the audited parties.

Vendor shall preserve all records relating to the Contract for a period of 10 years after the termination of this Contract, provided, however, that if Vendor wishes to dispose of such records prior to that time, the County shall have the option of requiring that Vendor transfer all such records to the County. In addition, those records which relate to any dispute, appeal or litigation involving Vendor or the settlement of claims between the County and Vendor arising out of Vendor's performance under this Contract, or costs or items to which an audit exception involving Vendor has been taken, shall be maintained and made available for a period of ten years after the termination of this Contract.

Upon satisfactory completion of the work performed under this Contract, and as a condition precedent to final payment under this Contract or to settlement upon termination of the Contract, Vendor and the County shall execute and deliver releases of all claims against each other arising under or by virtue of this Contract, other than such claims, if any, as may be specifically exempted from the operation of the release in stated amounts to be set forth therein.

SECTION 12 – AUTHORIZED REPRESENTATIVE

Upon execution of this Contract, Vendor will designate _____ as Vendor's Authorized Representative for this Contract. Vendor's Authorized Representative shall act on behalf of Vendor on all matters pertaining to this Contract. All matters and correspondence to Vendor pertaining to the Contract will be addressed through Vendor's Authorized Representative.

Vendor's Authorized Representative shall not be changed without the written notice and consent of the County, which consent shall not be unreasonably withheld.

Vendor will designate _____ as the County's point of contact for all Planning/Zoning work, including site plan reviews. Vendor will designate _____ as the County's point of contact for all Sanitary Authority work.

The County has the right to request, approve, or reject any point of contact change made to the contract.

SECTION 13 – NOTIFICATION

All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if by certified mail and addressed as follows:

COUNTY
Brenda Bennett, Director of Joint Administrative Services
317 West Main Street, Suite B
Berryville, VA, 22611

VENDOR

SECTION 14 – TERMINATION

This Contract will terminate immediately and automatically upon either termination of the Contract or material breach thereof by either party. Termination may be for Vendor's or the County's convenience. This Contract is terminable anytime by either party upon 60 day's written notice. In the event of any termination, Vendor will be paid for services rendered to the date of termination, provided the reason for termination is not the result of a material breach of this Contract by Vendor. In the event that the County believes that Vendor has materially breached this Contract, it shall provide Notice of the breach to Vendor. Vendor shall have ten (10) business days to remedy the breach, or if the breach cannot reasonably be remedied within such time, Vendor shall submit a plan to remedy the breach to the County within such ten (10) business day time period. If Vendor refuses or cannot remedy the breach, the County may terminate this Contract, and Vendor will be compensated for the services satisfactorily completed to date.

SECTION 15 – DISPUTES

All claims, disputes and other matters in questions between parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by mediation but such mediation shall not be required of either party.

In the event of any legal action between the parties relating to this Contract, the party prevailing in such action shall be entitled to reimbursement of reasonable attorneys' fees, litigation expenses and other costs from the non-prevailing party.

SECTION 16 – INDEPENDENT CONTRACTOR

Vendor represents that it has, or will secure, at its own expense, all personnel required in performing its services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with the County. The Vendor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers, agents or employees of the County by reason of this Contract.

SECTION 17 – INSURANCE

Vendor shall procure and maintain insurance coverage at its own cost and expense as set forth below:

A. Worker’s Compensation Insurance – in accordance with the appropriate laws of the State and the laws of such other jurisdictions as may apply.

B. Commercial General Liability Insurance and Contractual Liability Insurance (with respect to any indemnifications set forth in this Contract)

Third Party Bodily Injury - \$1,000,000 per occurrence
Property Damage - \$500,000 per occurrence

C. Commercial Automobile Liability Insurance

Bodily Injury - \$1,000,000 per occurrence
Property Damage - \$500,000 per occurrence

D. Excess Liability \$5,000,000 each occurrence/aggregate – Umbrella-Bodily Injury/Property Damage

E. Professional Liability - \$5,000,000

The County shall be named as an additional insured as to general liability coverage.

Certificates of insurance shall be delivered to the County upon execution of this Contract, and all policies shall require thirty days prior written notice to the County of cancellation or non-renewal of any such required insurance. If Vendor receives any such notice concerning cancellation or non-renewal of any insurance policy required by this Contract, it shall immediately contact the County. All required insurance shall be purchased from insurance carriers authorized to do business in the Commonwealth of Virginia.

Vendor will procure and maintain such insurance for protection from claims under workmen’s compensation actions, claims for damages because of bodily injury including personal injury, sickness, disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property and from claims arising out of performance of professional services, caused by any negligent act, error, or omission, to the extent that

Vendor is legally liable.

Vendor shall procure and maintain errors and omissions/professional liability insurance coverage in the sum of least \$5,000,000 aggregate. If such policy is a "claims made" policy, such insurance shall provide retroactive coverage for acts occurring from the beginning date of this Contract. Such coverage shall remain in effect for at least three (3) years after completion of services under this Contract.

SECTION 18 – INDEMNITY

To the extent permitted by law, each party (the "Indemnifying Party") agrees to indemnify and hold the other party ("the Indemnified Party") harmless from any and all third party liability claims, costs and expenses for property damage or bodily injury arising out of, or in connection with, work under this Contract to the extent that it is caused by any negligent act, error, or omission by the Indemnifying Party, or its employees. With this indemnification, the County does not take on liability of any claim for which it would have sovereign immunity.

The Indemnified Party agrees to provide written notice of any claim it has against Indemnifying Party promptly and within a reasonable time from the date when the Indemnified Party first has knowledge or should have had knowledge of the claim. The County agrees to permit Vendor a reasonable opportunity to observe and correct any claimed error in its professional services.

SECTION 19 – LIMITATIONS OF LIABILITY

A. To the fullest extent permitted by law, and with the exception of third party claims arising under Section 18, above, and personal injury claims, which are expressly not limited hereunder, and notwithstanding any other provision of this Contract, the total liability, in the aggregate, of Vendor and Vendor's officers, directors, partners, employees, agents, and Vendor's consultants, and any of them to the County and anyone claiming by, through, or under the County for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Contract from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty expressed or implied of Vendor or Vendor's officers, directors, partners, employees, agents, or Vendor's consultants, or any of them, shall not exceed Two Million Dollars (\$2,000,000.00) per occurrence; provided, however, as to any particular task order under this Contract which the County determines may reasonably present liability exposure to the County in excess of Two Million dollars (\$2,000,000.00), the County may require a higher limit of liability, to which Vendor shall agree if Vendor desires to perform the work under the task order.

B. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Vendor and Vendor's officers, directors, partners, employees, agents, and Vendor's consultants shall not be liable to the County for any consequential, special or incidental damages, including loss of use, loss of revenue, loss of production or increased operating or financing expenses, or any other indirect damages whatsoever arising out of, resulting from, or in any way related to the Project or the Contract from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty expressed or implied of Vendor or Vendor's officers, directors, partners, employees, agents, or Vendor's consultants, or any of them.

SECTION 20– OWNERSHIP OF DOCUMENTS

All documents of any kind prepared by Vendor in preparing services on this Project remain the property of Vendor and may not be used by the County or anyone else, except on this Project, without the prior written consent of Vendor. Notwithstanding the above, the County shall have the right of access to and copies of any such records relating to work for the County by Vendor, including electronic versions. Such right of access shall exist during the term of this Contract and at any time thereafter, subject to the retention requirements contained in Section 11 hereof.

SECTION 21 – OTHER REQUIREMENTS

Non-Discrimination in Employment. Vendor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, religion, marital status or physical or mental handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to comply with all federal, state and local laws and regulations, including all applicable grant and/or loan requirements regarding nondiscrimination, as those laws and requirements may be amended from time to time.

Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, religion, marital status, physical or mental handicap, or national origin.

Vendor shall include this provision of this Article in every subcontract unless exempted by applicable federal or state rules, regulation, or by order of the County, so that such provisions will be binding upon each subcontractor or vendor. Vendor shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of the County.

Vendor agrees that it has not employed any person to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee. Breach of the aforementioned shall give the County the right to terminate this Contract or to deduct from the Contract compensation the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable to employees of Vendor or to contractors under contracts or sales agreements secured or made through bona fide established commercial or selling agencies maintained by Vendor for the purpose of securing business.

SECTION 22 – CONTROLLING LAW

This Contract is to be governed by the Laws of the Commonwealth of Virginia.

SECTION 23 – ENTIRE CONTRACT

Except as herein provided, this Contract may only be altered or amended by duly executed written instrument.

IN WITNESS WHEREFOR, the parties hereto have made and executed this Contract as of the day first above written.

	Director of Joint Administrative Services
Signature:	Signature:

EXHIBIT A

<i>Staff Classification</i>	<i>Hourly Rates</i>
Principal	
Professional Engineer II	
Professional Engineer III	
Professional Engineer IV	
Environmental Professional II	
Technician/Inspector	
GIS Professional I	
Grant Writer	

Direct Expenses. Direct expenses for rental equipment, outside laboratory analyses, long distance phone charges, photocopying, blueprint reproduction, express mail costs, and other similar direct costs will be compensated on a cost reimbursement basis, plus 10%. Clarke County shall not pay for travel time to work sites, meetings, etc.

Subcontractor Expenses. Direct expenses for subcontractors pre-approved by the County will be compensated on a cost reimbursement basis, plus 10%.

Special Equipment. An hourly rate for use of special equipment owned by Vendor will be compensated if pre-approved by the County.

EXHIBIT B

Site Plan Review Costs

The County is interested in having Vendor provide professional engineering services related to the review of site plans, Erosion & Sediment Control (ESC) Plans, Special Use Permits (SUP), rezoning requests, subdivisions, and other similar types of submittals to the County. The Vendor will review the submittals for compliance with articles 5, 6, and 8 of the County Zoning and Subdivision Ordinances (Chapter 200). In addition, the Vendor will review ESC Plans for compliance with the Virginia Department of Environmental Quality (DEQ) Erosion and Sediment Control regulations. Both parties understand that review of stormwater management plans will continue to be performed by the DEQ and are not a part of the services being requested.

In performing the reviews, the Vendor will perform the following tasks:

- Preliminarily review the submitted materials for completeness. If submittal is incomplete, the Vendor will provide a report of missing or incomplete information to the County via email.
- Once a complete submittal is received, the Vendor will perform a review of the materials for compliance with the applicable zoning articles and/or state regulations.
- The Vendor will provide a letter report with comments to the County within 30 days of receiving a complete report. If there are no significant comments requiring a second submittal, the Vendor will recommend approval.
- If a second submittal is required, the Vendor will review how the applicant has addressed the previous comments. If all comments are adequately addressed, the Vendor will recommend approval.
- If subsequent submittals are required, additional fees will be required as noted below.
- Fees for reviewing case-specific technical questions/issues will be determined while evaluating the scope of work during the pre-application process.
- Meetings: The Vendor will participate in meetings required by the County processes. The Vendor assumes that meetings for site plan reviews, ESC plans, Special Use Permits, rezoning requests, and subdivision submittals may be done via phone (for example, by Skype) as part of the review services at no additional cost. If the Vendor's presence is required in person, an additional fee will be required as noted below.

The Vendor will preliminarily review the submitted materials within 7 days and provide an email report regarding completeness of the submittal.

The Vendor will provide a letter report with comments and/or a recommendation for approval within 30 days of receiving a completed submittal. The Vendor will similarly respond to subsequent reviews within 15 days of receiving the submittal.

The **County Engineering Consultant** review fees are based on the fixed fee schedule listed below. The fixed fee shall be paid to the County upon filing the application and includes the cost of the initial review and review of one resubmission. Additional fees noted below will be charged for the third review and for each subsequent review and shall be paid to the County upon filing a resubmitted application.

Application Type and Fee	What is reviewed?
Erosion & Sediment (E&S) Control Plan only (First and Second Reviews) \$_____ base fee + \$_____/acre or fraction of and/or each complex control measure*	-- E&S Control Plan (coordinated with DEQ stormwater plan review) -- Bonding estimates * Examples of a complex control measure include temporary and permanent sediment basins
Third and Subsequent Reviews of Erosion & Sediment (E&S) Control Plan \$_____ per review	-- Plan resubmissions
Site Development Plan/Site Development Plan Amendment (First and Second Reviews) \$_____ base fee + \$_____/acre or fraction of	-- Erosion & Sediment (E&S) Control Plan (coordinated with DEQ stormwater plan review) -- Transportation impacts to public road network (coordinated with VDOT review) -- Private access easement design (if applicable) -- Bonding estimates for E&S and required improvements -- Other case-specific technical issues as deemed necessary by the Zoning Administrator or Planning Commission
Major Subdivision (First and Second Reviews) \$_____ base fee + \$_____/acre or fraction of	-- Erosion & Sediment (E&S) Control Plan (coordinated with DEQ stormwater plan review) -- Transportation impacts to public road network (coordinated with VDOT review) -- Private access easement design (if applicable) -- Bonding estimates for E&S and required improvements -- Other case-specific technical issues as deemed necessary by the Zoning Administrator or Planning Commission
Third and Subsequent Reviews of Site Development Plan, Site Development Plan Amendment, or Major Subdivision \$_____ per review	-- Plan resubmissions

EXHIBIT C
STAFF CLASSIFICATION DESCRIPTIONS

PRINCIPAL – Provides oversight to a line of business services. Requires significant industry experience (minimum of 12 years) and expert level technical expertise in design, project management, feasibility studies, and an ability to diagnose and solve complex problems. Must have a minimum of five to seven years' experience in providing oversight to human capital.

PROFESSIONAL ENGINEER II-Provides engineering and design support to facilitate the completion of studies and designs, typically under the supervision of a PEIII or PEIV. May also provide service advice, technical support, and inspection services on occasion as projects demand. Applies engineering and design techniques and mathematic principals to analyze and create required systems and/or infrastructure.

PROFESSIONAL ENGINEER III-Provides high to intermediate level engineering and design support, assists in the development of budgeting and cost control mechanisms for projects, and assists in the assurance of adherence to project budgets and timelines. Requires five to seven years' or more progressive professional experience, with a minimum of two to four years' exposure to the management of project teams. May serve as Project Manager or Director of Service discipline.

PROJECT ENGINEER IV-Provides high-level engineering and design support, develops budgeting and cost control mechanisms for projects and ensures proper workflow for the observance of project-related financial limits and project deadlines. Requires six to ten years' or more progressive professional experience, with at least three to five years' exposure to the management of project teams. May serve as Project Manager or Director of service discipline.

ENVIRONMENTAL PROFESSIONAL II- Provides extensive expertise in all matters of environmental concerns, serving as either manager or senior level environmental scientist. Must be familiar with DEQ regulations and requirements, all OSHA standards and requirements, and have a minimum of six to ten years' professional experience with environmental and industrial hygiene diagnostics and remediation recommendations and follow-through. Must also have a minimum of three to five years' experience in managing human capital. May serve as Environmental Project Manager or Director of Service discipline.

TECHNICIAN/INSPECTOR- Provides expert consultation inspection services under a variety of service disciplines, and may hold various certifications as relevant to project requirements. Must have a minimum of six to ten years' industry experience.

GIS PROFESSIONAL I- Provides technical expertise related to all GIS projects and services, including design and implementation of programs and techniques. Requires a minimum of four to seven years' professional experience, including a minimum of three years' experience managing human capital. May serve as GIS Project Manager.

GRANT WRITER- Administrative professional providing support for sourcing and potential allocation of funds for all public projects. Must have a minimum of seven to ten years' experience with grant writing and project funding, and must have significant knowledge of funding sources available.