FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
FINANCE DEPARTMENT, PROCUREMENT DIVISION
320 Hospital Drive Ste. 23
Warrenton, Virginia 20186
Phone: (540) 422-8354 Fax: (540) 422-8355

NOTICE OF CONTRACT RENEWAL

1.	DATE:	September 15, 2025
2.	COMMODITY NAME:	Open-Ended A/E Services – Planning, Architectural & Engineering for Federally Funded Projects
3.	CONTRACT NUMBERS:	GF01-22ksc, MT01-22ksc, & TG01-22ksc
4.	CONTRACT PERIOD:	October 19, 2022 through October 18, 2024
5.	**Renewal 1:**	**October 19, 2024 through October 18, 2025**
6.	**Renewal 2:**	**October 19, 2025 through October 18, 2026**

7. CONTRACTORS:

(V/N 652706)
Gannett Fleming Inc.
4097 Monument Corner Drive
Suite 500
Fairfax, VA 22030
Andrew Li
ali@gfnet.com

(V/N 648156)
McCormick Taylor Inc.
111 Mill Place Parkway
Suite 105
Verona, VA 24482
rjdelong@mccormicktaylor.com

(V/N 641933)
Timmons Group
7053 Celebration Park Ave
Suite 300
Richmond, VA 23225
info@timmons.com

6. TERMS: Net 45

7. FOR FURTHER INFORMATION CONTACT Jeffrey Campbell
PH (540) 422-8350
Jeffrey.campbell@fauquiercounty.gov

NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT AND PUBLIC-SCHOOL USING DEPARTMENTS: This contract is the result of a competitive bid program, and its use must follow

the FCG&PS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

INSTRUCTIONS

1. Orders: All Using Departments must order services listed by issuing a Purchase Orders per the Procurement Procedures Manual, after following the instructions below. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.

2. Price Adjustments: Contract prices shall remain firm for the award year. Prices may be negotiated only at the time of renewal. All price increases must be approved by the contract officer. Contract users will be sent notification of contract change from the Procurement office as official notification of such changes, if approved.

FAUQUIER COUNTY, a political subdivision of the Commonwealth of Virginia
Contract GF01-22ksc
Planning, Architectural & Engineering Open End Services for Federally Funded Projects

This Agreement is made and entered into this 14 Day of October of 2022, by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and **Gannett Fleming Inc.,** located at **4097 Monument Corner Drive, Suite 500 Fairfax, VA 22030,** hereinafter referred to as "Consultant".

WITNESSETH that the Consultant and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Consultant shall provide A/E Professional Services, As-Required ***Construction Administration/Management*** Services for Federally Funded Projects to the Owner, as set forth in the Contract Documents.

COMPENSATION: The Owner will pay and the Consultant will accept in full consideration for services rendered during the contract term, fees based on the hourly and other rates as attached hereto. Price adjustments may be permitted only as permitted by The Commonwealth of Virginia Department of Transportation most relevant escalation rates. (Current rates attached)

CONTRACT TERM: From date of fully executed contract for a 24-month term, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one-year terms shall be equal to the initial term or $5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to a future term and at a reasonable time (approximately 90 days) prior to contract expiration as mutually agreed upon by both parties in writing.

The contract documents shall consist of and are listed in order of priority:

(1) This signed form, inclusive of the current escalation rate and attached revises and accepted fee schedules
(2) RFP 01-22ks dated 01/28/2022, Add 1 &2 dated 2/24/22 Add 3 dated 3/3/22
(3) Consultant's Proposal dated March 2, 2022, all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Gannett Fleming, Inc.

By: _____

Title: Vice President

County of Fauquier, a political subdivision of the Commonwealth of Virginia

By: Charles Ward
Charles Ward MBA, CPM, VCO

10.27.2022
Title: Procurement Manager

APPROVED AS TO FORM

COUNTY ATTORNEY 10/26/22 DATE

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.
COMMISSIONER

TO: The Consultant Community

FROM: Dee Audet
Director, Professional Services Procurement Office
Virginia Department of Transportation

Dee Audet
Digitally signed by Dee Audet
Date: 2022.06.15 10:20:38 -04'00'

DATE: June 15, 2022

SUBJECT: Escalation Rates for Professional Services Contracts, July 1, 2022 through June 30, 2023 and Special Adjustment to Escalation Rate for Professional Services Contracts, July 1, 2021 through June 30, 2022

In response to recent inflationary pressures, VDOT is raising the Professional Services Contract Escalation Rate and temporarily suspending the escalation rate range limitation as set forth in Section 4.7.7. of the *Manual for the Procurement and Management of Professional Services*.

The VDOT Professional Services Contract escalation rate for Fiscal Year (FY) 2023 will be 4.2% in accordance with the U.S. Bureau of Labor Statistics, *Employment Cost Index: Wages and Salaries: Private Industry Workers (Table 9)*(April 29, 2022).

Additionally, VDOT is implementing a special adjustment to the Professional Services Contract Escalation rate for Fiscal Year (FY) 2022 as established in the Memorandum dated June 1, 2021. The escalation rate for FY 22 procurements in process will be revised from 1% to 3.5%. This memorandum does not apply to existing contracts unless, at term renewal, both parties agree to modify the contract to comply with this memorandum. To be eligible for such modification, firms shall submit revised rate schedules reflecting the adjusted escalation rates to their respective Contract Administrator. Upon receipt of written approval from the Contract Administrator, firms may bill at the new approved rate at the beginning of the next full billing cycle of the renewal term.

With the exception of the changes set forth herein, VDOT's policies relative to escalation rates, including but not limited to those involving renewals, shall remain in full force and effect.

Pre-Award Evaluation FAR Rate Table - *ACO*

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally Funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Gannett Fleming, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Gannett Fleming, Inc	156.93%	0.16%	132.85%	0.05%	6/30/2021
CES Consulting LLC	125.49%	0.03%	84.05%	0.13%	9/2/2021
DMY Engineering Consultants Inc.	111.27%	0.26%	No Field Office	No Field Office	11/8/2021

Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally Funded Projects
RFP No:	RFP 01-22ks
Consultant:	Gannett Fleming, Inc.

Personnel Class:	Construction Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
31502	Atkins*	William	Fairfax, VA	$73.00	
29120	Rasheed	Noah	Fairfax, VA	$76.00	
33145	Kozanecki*	Donald	Fairfax, VA	$50.00	
			Average:		$ 66.33

Personnel Class:	Responsible Charge Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
29121	Li	Andrew, H	Richmond, VA	$ 90.00	
			Average:		$ 90.00

Personnel Class:					
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Sr Construction Inspector Project Records Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
30599	Neild	Carlyn	Fairfax, VA	$30.00	
32416	Fiore	Nancy	Fairfax, VA	$53.80	
			Average:		$ 34.72

Personnel Class:	NACE Coatings Technician Level II				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Environmental Permit Compliance Inspector				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Construction Inspector Trainee				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Administrative Assistant				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
31225	Simpson	Dorothy	Baltimore, MD	$ 30.70	
			Average:	$ 30.70	

Personnel Class:	Construction Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
30683	Sahely	Neek	Washington, D.C.	$47.50	
26949	Vogel	Caroline	Fairfax, VA	$47.70	
33117	Suo	Daniel	Fairfax, VA	$45.00	
			Average:	$ 46.73	

Personnel Class:	Enter Personnel Classification Title				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Enter Personnel Classification Title				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally Funded Projects
RFP No:	RFP 01-22ks
Consultant:	Gannett Fleming, Inc.

Personnel Class: Construction Manager

Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
31502	Atkins*	William	Fairfax, VA	$73.00	
29120	Rasheed	Noah	Fairfax, VA	$76.00	
33145	Kozanecki*	Donald	Fairfax, VA	$50.00	
			Average:	$ 66.33	$ 66.33

Personnel Class: Sr Construction Inspector

Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
31406	Jarrett	Louis	Fairfax, VA	$54.40	
30835	O'Connell	Brent	Fairfax, VA	$48.90	
29951	Terhune	Mike	Fairfax, VA	$52.00	
27401	Southall	Roger	Fairfax, VA	$45.70	
16262	Boltz	James, D.	Fairfax, VA	$43.30	
31275	Ahmad	Nisar	Fairfax, VA	$42.70	
33183	Harlow	David	Fairfax, VA	$36.00	
			Average:		$ 34.72

Personnel Class: Construction Inspector

Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
26923	Hughs	Michael, L.	Fairfax, VA	$33.80	
32454	Crowe	Kevin	Fairfax, VA	$35.00	
32274	Clegg	Jeff	Fairfax, VA	$29.00	
33619	Larock	Mike	Fairfax, VA	$32.00	
			Average:		$ 29.84

Personnel Class: Sr Construction Inspector Project Records Manager

Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
30599	Nelid	Carlyn	Fairfax, VA	$30.00	
32416	Fiore	Nancy	Fairfax, VA	$53.80	
			Average:		$ 34.72

Personnel Class:	NACE Coatings Technician Level II				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
31878	Jurscaga*	Thomas (Mike)	Richmond, VA	$45.00	
31686	Toms	Karl	Richmond, VA	$40.00	
28484	Silcox	Mark	Washington, D.C.	$54.40	
28367	Rigo	Jared	Camp Hill, PA	$45.90	
13551	Moguel	Gregory	Virginia Beach, VA	$54.70	
			Average:		$ 48.00

Personnel Class:	Environmental Permit Compliance Inspector				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
30705	Wintermute	Brett	Washington, D.C.	$45.00	
			Average:		$ 45.00

Personnel Class:	Construction Inspector Trainee				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
30560	Zhou	Reagan	Richmond, VA	$ 30.20	
30541	Tagliaferro	Perry	Baltimore, MD	$ 28.00	
			Average:		$ 25.94

Personnel Class:	Administrative Assistant				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
31225	Simpson	Dorothy	Baltimore, MD	$ 30.70	
			Average:		$ 30.70

Personnel Class:	Construction Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
30683	Sahely	Neek	Washington, D.C.	$47.50	
26949	Vogel	Caroline	Fairfax, VA	$47.70	
33117	Suo	Daniel	Fairfax, VA	$45.00	
			Average:		$ 46.73

Personnel Class:	Responsible Charge Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
29121	Li	Andrew, H	Richmond, VA	$ 90.00	
			Average:		$ 90.00

Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally Funded Projects**
RFP No:	**RFP 01-22ks**
Consultant:	**Gannett Fleming, Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Construction Manager	$ 66.33
Responsible Charge Engineer	$ 90.00
Sr Construction Inspector Project Records Manager	$ 34.72
Administrative Assistant	$ 30.70
Construction Engineer	$ 46.73

Wage Rate Summary - Field Office Personnel	
VDOT-Approved Personnel Classifications	**Average Hourly Rate**
Construction Manager	$ 66.33
Sr Construction Inspector	$ 34.72
Construction Inspector	$ 29.84
Sr Construction Inspector Project Records Manager	$ 34.72
NACE Coatings Technician Level II	$ 48.00
Environmental Permit Compliance Inspector	$ 45.00
Construction Inspector Trainee	$ 25.94
Administrative Assistant	$ 30.70
Construction Engineer	$ 46.73
Responsible Charge Engineer	$ 90.00

Home Office - Rate Schedule

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally Funded Projects
RFP No:	RFP 21-0145
Consultant:	Gannett Fleming, Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					OVERTIME
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 156.93%	Facilities Cost Cap 0.16%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Overtime Billable Wage Rate
Construction Manager	$ 66.33	1.75%	$ 67.49	$105.91	$0.11	$ 173.51	$ 17.28	$ 190.79	
Responsible Charge Engineer	$ 90.00	1.75%	$ 91.58	$143.71	$0.15	$ 235.43	$ 23.44	$ 258.87	
		1.75%							
Sr Construction Inspector Project Records Manager	$ 34.72	1.75%	$ 35.33	$55.44	$0.06	$ 90.82	$ 9.04	$ 99.87	$ 117.53
		1.75%							
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		1.75%							
Administrative Assistant	$ 30.70	1.75%	$ 31.24	$49.02	$0.05	$ 80.31	$ 8.00	$ 88.30	$ 103.92
Construction Engineer	$ 46.73	1.75%	$ 47.55	$74.62	$0.08	$ 122.25	$ 12.17	$ 134.42	
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SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					OVERTIME
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 156.93%	Facilities Cost Cap 0.16%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Overtime Billable Wage Rate
Construction Manager	$ 67.49	3.50%	$ 69.85	$109.62	$0.11	$ 179.58	$ 17.88	$ 197.47	
Responsible Charge Engineer	$ 91.58	3.50%	$ 94.78	$148.74	$0.15	$ 243.67	$ 24.26	$ 267.93	
-		3.50%							
Sr Construction Inspector Project Records Manager	$ 35.33	3.50%	$ 36.56	$57.38	$0.06	$ 94.00	$ 9.36	$ 103.36	$ 121.64
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-		3.50%							
-		3.50%							
Administrative Assistant	$ 31.24	3.50%	$ 32.33	$50.74	$0.05	$ 83.12	$ 8.28	$ 91.40	$ 107.57
Construction Engineer	$ 47.55	3.50%	$ 49.22	$77.23	$0.08	$ 126.53	$ 12.60	$ 139.13	
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Field Office - Rate Schedule

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally Funded Projects
RFP No:	RFP 21-0145
Consultant:	Gannett Fleming, Inc.

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					OVERTIME[2]
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 132.85%	Facilities Cost Cap 0.05%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Overtime Billable Rate Field
Construction Manager	$ 66.33	1.75%	$ 67.49	$89.66	$0.03	$ 157.19	$ 15.72	$ 172.90	
Sr Construction Inspector	$ 34.72	1.75%	$ 35.33	$46.93	$0.02	$ 82.28	$ 8.23	$ 90.50	$ 108.16
Construction Inspector	$ 29.84	1.75%	$ 30.36	$40.34	$0.02	$ 70.71	$ 7.07	$ 77.78	$ 92.96
Sr Construction Inspector Project Records Manager	$ 34.72	1.75%	$ 35.33	$46.93	$0.02	$ 82.28	$ 8.23	$ 90.50	$ 108.16
NACE Coatings Technician Level II	$ 48.00	1.75%	$ 48.84	$64.88	$0.02	$ 113.75	$ 11.37	$ 125.12	$ 149.54
Environmental Permit Compliance Inspector	$ 45.00	1.75%	$ 45.79	$60.83	$0.02	$ 106.64	$ 10.66	$ 117.30	$ 140.19
Construction Inspector Trainee	$ 25.94	1.75%	$ 26.39	$35.06	$0.01	$ 61.47	$ 6.15	$ 67.62	$ 80.82
Administrative Assistant	$ 30.70	1.75%	$ 31.24	$41.50	$0.02	$ 72.75	$ 7.27	$ 80.03	$ 95.65
Construction Engineer	$ 46.73	1.75%	$ 47.55	$63.17	$0.02	$ 110.74	$ 11.07	$ 121.81	
Responsible Charge Engineer	$ 90.00	1.75%	$ 91.58	$121.66	$0.05	$ 213.28	$ 21.32	$ 234.60	
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SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					OVERTIME[2]
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 132.85%	Facilities Cost Cap 0.05%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Overtime Billable Rate Field
Construction Manager	$ 67.49	3.50%	$ 69.85	$92.80	$0.03	$ 162.69	$ 16.27	$ 178.95	
Sr Construction Inspector	$ 35.33	3.50%	$ 36.56	$48.58	$0.02	$ 85.16	$ 8.51	$ 93.67	$ 111.95
Construction Inspector	$ 30.36	3.50%	$ 31.42	$41.75	$0.02	$ 73.19	$ 7.32	$ 80.51	$ 96.22
Sr Construction Inspector Project Records	$ 35.33	3.50%	$ 36.56	$48.58	$0.02	$ 85.16	$ 8.51	$ 93.67	$ 111.95
NACE Coatings Technician Level II	$ 48.84	3.50%	$ 50.55	$67.15	$0.03	$ 117.73	$ 11.77	$ 129.50	$ 154.77
Environmental Permit Compliance Inspect	$ 45.79	3.50%	$ 47.39	$62.96	$0.02	$ 110.37	$ 11.03	$ 121.41	$ 145.11
Construction Inspector Trainee	$ 26.39	3.50%	$ 27.32	$36.29	$0.01	$ 63.62	$ 6.36	$ 69.98	$ 83.64
Administrative Assistant	$ 31.24	3.50%	$ 32.33	$42.95	$0.02	$ 75.30	$ 7.53	$ 82.83	$ 99.00
Construction Engineer	$ 47.55	3.50%	$ 49.21	$65.38	$0.02	$ 114.61	$ 11.46	$ 126.07	
Responsible Charge Engineer	$ 91.58	3.50%	$ 94.78	$125.92	$0.05	$ 220.74	$ 22.07	$ 242.81	
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TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Gannett Fleming, Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written County approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.

IIM CEI Vehicle Rates

Position	Equipment Category	Fixed Monthly Rate	Fixed Hourly Rate
Responsible Charge Engineer and/or Construction Manager	Sport Utility Vehicle	$650.00	$4.50
	Seven Passenger Van	$650.00	
Inspector	Light Duty Pickup Truck	$740.00	$5.30

Mileage Rates *

Standard Rate - $0.56/mile

Reduced Rate - $0.30/mile

FIXED Monthly Rate

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

Troxler 3440 Nuclear Density Gauge:	$550.00 / Monthly
Shipping Cost for Nuclear Gauge:	$150.00 / Each Way, Per Year
iPad with Plan Grid	$145.00 / Month

Other Non-Salary Direct Costs: Not Applicable

List items here, or for extensive lists attach with notation "See attached list."

1. Actual Costs will be billed for Direct Cost Items. Costs will not exceed amounts in the table above unless approved in writing by the City.
2. Leased mileage and personal vehicle mileage will be paid at the prevailing VDOT rate.
3. Any additional direct costs incurred must receive prior approval by the City of Fredericksburg.

* All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the VDOT Travel Guidelines in place at the time which travel occurs and is subject to prior County approval. Travel related costs will be measured from Gannett Flemings Office Fairfax, VA (4097 Monument Corner, Fairfax, VA 22030).

Pre-Award Evaluation FAR Rate Table - *ACO*

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally Funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Gannett Fleming, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Gannett Fleming, Inc	156.93%	0.16%	132.85%	0.05%	6/30/2021
CES Consulting LLC	125.49%	0.13%	84.05%	0.13%	9/2/2021
DMY Engineering Consultants Inc.	111.27%	0.26%	No Field Office	No Field Office	11/8/2021

CCC Revised 8-5-2014

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: _Gannett Fleming, Inc._____

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate	151.82%	156.93%	132.85%
Facilities Cost of Capital Rate	0.14%	0.16%	0.05%
Direct Expense Rate			
Other Rate:			
Other Rate:			

Date of Proposal Preparation: _6/10/2021___ Fiscal Period Covered: 01/01/2020 – 12/31/2020_____

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____ Print Name: _Jon Kessler_____

Title: Executive VP and CFO_____ Email: _jkessler@gfnet.com_____

Date of Certification: _5/31/2022_____

Please submit this form with your CPA audit report and/or Cognizant agency audit report, by email, as an Adobe® pdf document to VDOT's Assurance and Compliance Office mailbox at ACO@VDOT.Virginia.gov

CCC Revised 8-5-2014

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: CES Consulting LLC

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate	N/A	125.49%	84.05%
Facilities Cost of Capital Rate	N/A	0.13%	0.13%
Direct Expense Rate			
Other Rate:			
Other Rate:			

Date of Proposal Preparation: 11/30/2021 Fiscal Period Covered: FY2020

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: Kumar Barakam Print Name: Kumar B Barakam

Title: Principal & Executive Vice-President Email: kbarakam@ces-consultingllc.com

Date of Certification: 11/30/2021

Please submit this form with your CPA audit report and/or Cognizant agency audit report, by email, as an Adobe® pdf document to VDOT's Assurance and Compliance Office mailbox at ACO@VDOT.Virginia.gov

CCC Revised 8-5-2014

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: DMY Engineering Consultants Inc.

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate	N/A	111.27%	N/A
Facilities Cost of Capital Rate	N/A	0.26%	N/A
Direct Expense Rate			
Other Rate:			
Other Rate:			

Date of Proposal Preparation: 05/26/2022 Fiscal Period Covered: 01/01/2020 – 12/31/2020

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____ Print Name: Peng "Paul" Zhang

Title: Senior Vice President Email: pzhang@dmyec.com

Date of Certification: May 26, 2022

Please submit this form with your CPA audit report and/or Cognizant agency audit report, by email, as an Adobe® pdf document to VDOT's Assurance and Compliance Office mailbox at ACO@VDOT.Virginia.gov

Gannett Fleming

Excellence Delivered ***As Promised***

Gannett Fleming, Inc
115 S. 15th St, Suite 400
Richmond, VA 23219

June 1, 2022

Re: Usual and Customary Rates; RFP No. 01-22ks (Fauquier County LPA)

Gannett Fleming attest that the non-salary directs for the following items and/or attached list are the usual and customary rates charged to all public and private industry customers within the Commonwealth of Virginia:

1. Troxler Nuclear Gauge 3450: $650.00/month
2. Troxler Nuclear Gauge 4640b: $600.00/month
3. Troxler Nuclear Gauge 3440: $550.00/month
4. Troxler Nuclear Gauge 3430: $500.00/month
5. Troxler Nuclear Gauge 3411b: $400.00/month
6. Froehling & Robertson, Inc Material and Laboratory Testing services [see attached list]

The above referenced and/or attached non-salary direct cost will be charged only when the good or service is utilized on the resultant agreement and with prior approval from the Department.

Additional Comments: None

Andrew Li, PE, CCM, PMP — 5/31/2022 Date

INNOVATIVE PRODUCTS FOR THE CONSTRUCTION INDUSTR

NETS

NORTH EAST TECHNICAL SERVICES

75 Aileron Court, Suite 4
Westminster, MD 21157
(410) 751-5090
(410) 751-5091 Fax
1-866-868-2382 Toll Free
www.netsnukes.com

George Howell, Jr.
Gannett Fleming Inc.

Quotation# NETS752117R **July 1, 2021**

2021 rental rates

Troxler gauge rental fee: Monthly basis.

3450	**$650.00**
4640b	**$600.00**
3440	**$550.00**
3430	**$500.00**
3411b	**$400.00**

Weekly rental rate is 200.00 per week for all models.

If you decide to purchase the unit during the rental period, 1 month of rental fee will be applied towards the purchase.

All prices above exclude shipping (shipping cost not to exceed $150.00 per gauge each way)

All rental gauges come with the following:

- All tools and accessories excluding hammer
- Current leak test
- Current calibration

Please call for availability. Allow 5-7 days for delivery after request.
Please call if you have any questions

Best regards,

Kelli Rill

North East Technical Services, Inc.

75 Aileron Ct., Suite 4
Westminster, MD 21157
Tax ID# 20-0655476

(410) 751-5090

Invoice

Date	Invoice #
11/29/2021	56933

Bill To	Ship To
Gannett Fleming, Inc. 207 Senate Ave Camp Hill, PA 17011	Gannett Fleming 207 Senate Ave. Camp Hill, PA 17011 Attn: George Howell

W.O. Number	PO Number	Terms	Serial Number	Model
24617	George Howell	Net 30	14947	3411

Item	Description	Qty	Rate	Amount
Rental	Rental of Gauge (11/2/21 to 12/2/21)	1	400.00	400.00

Thank you for your business.

Subtotal	$400.00
Sales Tax (6.0%)	$0.00
Total	$400.00
Payments/Credits	$0.00
Balance Due	$400.00

"Innovative Products for the Construction Industry"

www.netsnukes.com

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**William Hugh Atkins**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	73.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Overtime Full Time	28.00	73.00	2,044.00
Regular Full Time	80.00	73.00	5,840.00
Total	**108.00**		**7,884.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Nawroz Rasheed**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	76.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	76.00	6,080.00
Total	**80.00**		**6,080.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Donald M. Kozanecki**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	50.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	50.00	4,000.00
Total	**80.00**		**4,000.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Louis Jarrett**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	54.40
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	54.40	4,352.00
Total	**80.00**		**4,352.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Brent O'Connell**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	48.90
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	48.90	3,912.00
Total	**80.00**		**3,912.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Michael J. Terhune**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	52.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Overtime Full Time	18.00	78.00	1,404.00
Regular Full Time	80.00	52.00	4,160.00
Total	**98.00**		**5,564.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Roger Southall**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	45.70
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	72.00	45.70	3,290.40
Paid Time Off	8.00	45.70	365.60
Total	**80.00**		**3,656.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**James D Boltz**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	43.30
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	43.30	3,464.00
Overtime Full Time	60.00	64.95	3,897.00
Total	**140.00**		**7,361.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Nisar Ahmad Ranjber**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	42.70
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	42.70	3,416.00
Overtime Full Time	8.00	64.05	512.40
Total	**88.00**		**3,928.40**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**David A. Harlow**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	36.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	36.00	2,880.00
Overtime Full Time	3.00	54.00	162.00
Total	**83.00**		**3,042.00**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Michael L Hughs**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	33.80
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	33.80	2,704.00
Overtime Full Time	2.00	50.70	101.40
Total	**82.00**		**2,805.40**

CONFIDENTIALITY AND PRIVACY STATEMENT: Gannett Fleming is providing this information on a confidential basis in response to a specific request by a client or government agency. The documents provided in response to this request were generated using information extracted from pay statements to protect and limit the disclosure or release of personally identifying information, consistent with applicable laws. The information must be held in confidence, not released to third parties other than recipient, and subject to the same protections that the client uses for personal identifying information belonging to persons within its own organization. In the event that the information is subject to a request for release, including but not limited to a public records request, Gannett Fleming requests notification of any such request and reserves any right it may have under law to assert that any or all of the information provided to the client should be exempt from disclosure or release. Upon receipt of notice from the client, Gannett Fleming will evaluate the specific request and provide timely written responses specifying the basis for any asserted exemption.

Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Kevin Ali Crowe**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	35.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	35.00	2,800.00
Total	**80.00**		**2,800.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Jeffrey Thomas Clegg**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	29.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	29.00	2,320.00
Overtime Full Time	15.00	43.50	652.50
Total	**95.00**		**2,972.50**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Michael E. LaRock**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	32.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	32.00	2,560.00
Overtime Full Time	6.00	48.00	288.00
Total	**86.00**		**2,848.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Carlyn P Neild**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	30.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	30.00	2,400.00
Overtime Full Time	12.50	45.00	562.50
Total	**92.50**		**2,962.50**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Nancy B Fiore**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	53.80
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Part time	20.00	53.80	1,076.00
Paid Time Off	20.00	53.80	1,076.00
Total	**40.00**		**2,152.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Thomas Jurscaga**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	45.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	45.00	3,600.00
Overtime Full Time	47.50	67.50	3,206.25
Total	**127.50**		**6,806.25**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Karl T. Toms**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	40.00
(717) 763-7211	**Check Date:**	05/14/2021
	Pay Frequency:	Bi-weekly
	Period Begin-End:	04/24/2021-05/07/2021

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Overtime Hourly	35.00	40.00	2,100.00
Regular Hourly	80.00	40.00	3,200.00
Total	**115.00**		**5,300.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Mark A Silcox**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	54.40
(717) 763-7211	**Check Date:**	08/06/2021
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/17/2021-07/30/2021

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	72.00	54.40	3,916.80
Paid Time Off	8.00	54.40	435.20
Total	**80.00**		**4,352.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Jared Angelo Rigo**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	45.90
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	45.90	3,672.00
Total	**80.00**		**3,672.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Gregory G Moguel**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	54.70
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	73.00	54.70	3,993.10
Paid Time Off	7.00	54.70	382.90
Total	**80.00**		**4,376.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Brett M Wintermute**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	45.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Overtime Full Time	17.50	45.00	787.50
Regular Full Time	80.00	45.00	3,619.70
Total	**97.50**		**4,407.20**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Reagan W. Zhou**
P.O. Box 67100	**Salary Basis:**	US Annual Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	2,416.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	30.20	2,416.00
Total	**80.00**		**2,416.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Perry M. Tagliaferro**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	28.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Paid Time Off	80.00	28.00	2,240.00
Total	**80.00**		**2,240.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Dorothy Jane Simpson**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	30.70
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	30.70	2,456.00
Overtime Full Time	5.00	46.05	230.25
Total	**85.00**		**2,686.25**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Neek M Sahely**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	47.50
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	47.50	3,800.00
Overtime Full Time	9.00	71.25	641.25
Total	**89.00**		**4,441.25**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Caroline E. Vogel**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	47.70
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	40.00	47.70	1,908.00
Overtime Full Time	6.00	71.55	429.30
Paid Time Off	40.00	47.70	1,908.00
Total	**86.00**		**4,245.30**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Wentian Daniel Suo**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	45.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Overtime Full Time	6.00	45.00	270.00
Regular Full Time	80.00	45.00	3,600.00
Total	**86.00**		**3,870.00**

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Gannett Fleming

Gannett Fleming, Inc	**Name:**	**Hongzhou Li**
P.O. Box 67100	**Salary Basis:**	US Salary Basis
Harrisburg, PA 17106-7100	**Base Rate:**	90.00
(717) 763-7211	**Check Date:**	08/05/2022
	Pay Frequency:	Bi-weekly
	Period Begin-End:	07/16/2022-07/29/2022

Hours and Earnings:

Earning Type	Hours Worked	Rate	Earnings
Regular Full Time	80.00	90.00	7,200.00
Total	**80.00**		**7,200.00**

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TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**CES Consulting LLC**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
CES Consulting LLC	125.49%	0.13%	84.05%	0.13%	9/2/2021

CAPITAL VENDING, INC.
13581 KONTERRA DRIVE
LAUREL, MD 20707

PHONE: (301) 419-3189 - (800) 814-7756
EMAIL: SUPPORT@CAPITALVENDING.COM
WEBSITE: WWW.CAPITALVENDING.COM

Date	Invoice #
1/1/2022	12232

PAID 01/01/2022

Bill To

CES CONSULTING
RON CASEY
23475 ROCK HAVEN WAY, SUITE 255
DULLES, VA 20166
571-933-8476

Ship To

RCASEY@CES-CONSULTINGLLC.COM 703-999-3472

P.O. Number	Terms	Rep	Customer Code	Ship	Via	F.O.B.
	CREDITCARD		CES CONSULTING	1/1/2022		

Quantity	Item Code	Description	Price Ea.	Amount
	MONTHLY RE...	RENTAL FEE FOR DATE LISTED ON TOP OF THE INVOICE FOR SECOND STORAGE SPACE NUCLEAR GAUGE STORAGE FOR WSSC CONTRACT.	164.80	164.80
			Sales Tax.	$0.00
			Total	$164.80

RETURNABLE PARTS ARE SUBJECT TO 20 % RESTOCKING FEE. ADVANCE REPLACEMENTS & ELECTRONICS ARE NOT RETURNABLE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A 1.5% FINANCE CHARGE PER MONTH.

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	CES Consulting LLC

Personnel Class:	Sr. Scheduling Specialist				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1019	Gondy	Chowdhary	Dulles, VA		
1001	Pruitt	Michael	Dulles, VA	$ 69.00	
			Average:		$ 69.00

Personnel Class:	Scheduling Specialist				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
2000	Gutridge	Beau	Dulles, VA	$ 36.83	
			Average:		$ 36.83

Personnel Class:	Estimator				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
3000	Holmes	David	Dulles, VA	$ 52.50	
			Average:		$ 52.50

Personnel Class:	Utilities Coordination Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
4000	McLaughlin	Matthew	Dulles, VA	$ 63.86	
			Average:		$ 63.86

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	CES Consulting LLC

Personnel Class:	Sr. Scheduling Specialist				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1019	Gondy	Chowdhary	Dulles, VA		
1001	Pruitt	Michael	Dulles, VA	$ 69.00	
			Average:		$ 69.00

Personnel Class:	Scheduling Specialist				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
2000	Gutridge	Beau	Dulles, VA	$ 36.83	
			Average:		$ 36.83

Personnel Class:	Estimator				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
3000	Holmes	David	Dulles, VA	$ 52.50	
			Average:		$ 52.50

Personnel Class:	Utilities Coordination Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
4000	McLaughlin	Matthew	Dulles, VA	$ 63.86	
			Average:		$ 63.86

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	CES Consulting LLC

Personnel Class:	Construction Inspector *				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
106	Chay	Sokheang	Dulles, VA	$ 36.00	
1040	Raissian	Ali	Dulles, VA	$ 37.08	
			Average:		$ 29.84

Personnel Class:	Construction Inspector Senior				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1018	Gabbiddon	Richard	Dulles, VA	$ 43.00	
1026	Karim	Aqif	Dulles, VA	$ 42.00	
1017	Funkhouser	Chase	Dulles, VA	$ 45.32	
1057	Zayas	Jimmy	Dulles, VA	$ 48.00	
			Average:		$ 34.72

Personnel Class:	Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1030	Li	Yan	Dulles, VA	$ 50.00	
1040	Hossain	Salim	Dulles, VA	$ 46.35	
			Average:		$ 48.18

Personnel Class:					
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**CES Consulting LLC**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Sr. Scheduling Specialist	$ 69.00
Scheduling Specialist	$ 36.83
Estimator	$ 52.50
Utilities Coordination Manager	$ 63.86

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Construction Inspector *	$ 29.84
Construction Inspector Senior	$ 34.72
Engineer	$ 48.18

TAB G: Home Office - Rate Schedule

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**CES Consulting LLC**

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 125.49%	Facilities Cost Cap 0.13%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Sr. Scheduling Specialist	$ 69.00	1.75%	$ 70.21	$88.10	$0.09	$ 158.40	$ 15.83	$ 174.23	
Scheduling Specialist	$ 36.83	1.75%	$ 37.47	$47.03	$0.05	$ 84.55	$ 8.45	$ 93.00	
Estimator	$ 52.50	1.75%	$ 53.42	$67.04	$0.07	$ 120.52	$ 12.05	$ 132.57	
Utilities Coordination Manager	$ 63.86	1.75%	$ 64.98	$81.54	$0.08	$ 146.60	$ 14.65	$ 161.25	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 125.49%	Facilities Cost Cap 0.13%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Sr. Scheduling Specialist	$ 70.21	3.50%	$ 72.66	$91.19	$0.09	$ 163.95	$ 16.39	$ 180.33	
Scheduling Specialist	$ 37.47	3.50%	$ 38.79	$48.67	$0.05	$ 87.51	$ 8.75	$ 96.26	
Estimator	$ 53.42	3.50%	$ 55.29	$69.38	$0.07	$ 124.74	$ 12.47	$ 137.21	
Utilities Coordination Manager	$ 64.98	3.50%	$ 67.25	$84.39	$0.09	$ 151.73	$ 15.16	$ 166.90	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB G: Home Office - Rate Schedule

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	CES Consulting LLC

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 125.49%	Facilities Cost Cap 0.13%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Sr. Scheduling Specialist	$ 69.00	1.75%	$ 70.21	$88.10	$0.09	$ 158.40	$ 15.83	$ 174.23	
Scheduling Specialist	$ 36.83	1.75%	$ 37.47	$47.03	$0.05	$ 84.55	$ 8.45	$ 93.00	
Estimator	$ 52.50	1.75%	$ 53.42	$67.04	$0.07	$ 120.52	$ 12.05	$ 132.57	
Utilities Coordination Manager	$ 63.86	1.75%	$ 64.98	$81.54	$0.08	$ 146.60	$ 14.65	$ 161.25	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 125.49%	Facilities Cost Cap 0.13%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Sr. Scheduling Specialist	$ 70.21	3.50%	$ 72.66	$91.19	$0.09	$ 163.95	$ 16.39	$ 180.33	
Scheduling Specialist	$ 37.47	3.50%	$ 38.79	$48.67	$0.05	$ 87.51	$ 8.75	$ 96.26	
Estimator	$ 53.42	3.50%	$ 55.29	$69.38	$0.07	$ 124.74	$ 12.47	$ 137.21	
Utilities Coordination Manager	$ 64.98	3.50%	$ 67.25	$84.39	$0.09	$ 151.73	$ 15.16	$ 166.90	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**CES Consulting LLC**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 84.05%	Facilities Cost Cap 0.13%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Construction Inspector *	$ 29.84	1.75%	$ 30.36	$25.52	$0.04	$ 55.92	$ 5.59	$ 61.51	$ 76.69
Construction Inspector Senior	$ 34.72	1.75%	$ 35.33	$29.69	$0.05	$ 65.07	$ 6.50	$ 71.57	$ 89.23
Engineer	$ 48.18	1.75%	$ 49.02	$41.20	$0.06	$ 90.29	$ 9.02	$ 99.31	
-		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 84.05%	Facilities Cost Cap 0.13%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Construction Inspector *	$ 30.36	3.50%	$ 31.42	$26.41	$0.04	$ 57.88	$ 5.78	$ 63.66	$ 79.37
Construction Inspector Senior	$ 35.33	3.50%	$ 36.56	$30.73	$0.05	$ 67.34	$ 6.73	$ 74.07	$ 92.36
Engineer	$ 49.02	3.50%	$ 50.74	$42.65	$0.07	$ 93.45	$ 9.34	$ 102.79	
-		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**CES Consulting LLC**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 84.05%	Facilities Cost Cap 0.13%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Construction Inspector *	$ 29.84	1.75%	$ 30.36	$25.52	$0.04	$ 55.92	$ 5.59	$ 61.51	$ 76.69
Construction Inspector Senior	$ 34.72	1.75%	$ 35.33	$29.69	$0.05	$ 65.07	$ 6.50	$ 71.57	$ 89.23
Engineer	$ 48.18	1.75%	$ 49.02	$41.20	$0.06	$ 90.29	$ 9.02	$ 99.31	
-		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 84.05%	Facilities Cost Cap 0.13%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Construction Inspector *	$ 30.36	3.50%	$ 31.42	$26.41	$0.04	$ 57.88	$ 5.78	$ 63.66	$ 79.37
Construction Inspector Senior	$ 35.33	3.50%	$ 36.56	$30.73	$0.05	$ 67.34	$ 6.73	$ 74.07	$ 92.36
Engineer	$ 49.02	3.50%	$ 50.74	$42.65	$0.07	$ 93.45	$ 9.34	$ 102.79	
-		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funde
RFP No:	RFP01-22ks
Consultant:	CES Consulting LLC

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.

IIM CEI Vehicle Rates

Position	Equipment Category	Fixed Monthly Rate	Fixed Hourly Rate
Responsible Charge Engineer and/or Construction Manager	Sport Utility Vehicle	$650.00	$4.50
	Seven Passenger Van	$650.00	
Inspector	Light Duty Pickup Truck	$740.00	$5.30

Mileage Rates

Standard Rate - $0.56/mile
Reduced Rate - $0.30/mile

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

Troxler Nuclear Density Gauge:	
4640b	$650.00 /month
3440	$600.00 /month
Nuclear Gauge Storage Facility:	$60.00 /month
PlanGrid License	$145.00 /month

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

1 Actual Costs will be billed for Direct Cost Items. Costs will not exceed amounts in the table above unless approved in writing by the CSPDC or authorized locality.

2 Leased mileage and personal vehicle mileage will be paid at the prevailing VDOT rate.

3 Any additional direct costs incurred must receive prior approval by CSPDC or the authorized locality.

* All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the VDOT Travel Guidelines in place at the time which travel occurs and is subject to prior CSPDC or authorized locality approval. Travel related costs will be measured from CES Consulting LLC, 23475 Rock Haven Way, Suite 255, Dulles, VA 20166.

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**DMY Engineering Consultants Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
DMY Engineering Consultants Inc.	111.27%	0.26%	No Field Office	No Field Office	11/8/2021

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**DMY Engineering Consultants Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Weiyi "Wayne" Ma, PE
Title of Certifying Official:	President and CEO
Signature:	
Date of Certification:	June 1, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**DMY Engineering Consultants Inc.**

Personnel Class:	*Senior Construction Inspector*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
01C038	Castillo	Jose	Chantilly, VA	$ 36.78	
03H167	Hamoud	Mohamed	Chantilly, VA	$ 38.46	
			Average:		***$ 34.72***

Personnel Class:	*Construction Inspector*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
01M008	Mason	Antonio	Chantilly, VA	$ 33.95	
01C033	Cardozo	Jose	Chantilly, VA	$ 35.00	
			Average:		***$ 29.84***

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	DMY Engineering Consultants Inc.

Personnel Class:	Sr. Construction Inspector				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
01C038	Castillo	Jose	Chantilly, VA	$ 36.78	
03H167	Hamoud	Mohamed	Chantilly, VA	$ 38.46	
			Average:		$ 34.72

Personnel Class:	Construction Inspector				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
01M008	Mason	Antonio	Chantilly, VA	$ 33.95	
01C033	Cardozo	Jose	Chantilly, VA	$ 35.00	
			Average:		$ 29.84

Personnel Class:	Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Jr. Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**DMY Engineering Consultants Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Senior Construction Inspector	$ 34.72
Construction Inspector	$ 29.84

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Sr. Construction Inspector	$ 34.72
Construction Inspector	$ 29.84
Engineer	
Jr. Engineer	

TAB G: Home Office - Rate Schedule

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	DMY Engineering Consultants Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 111.27%	Facilities Cost Cap 0.26%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Construction Inspector	$ 34.72	1.75%	$ 35.33	$39.31	$0.09	$ 74.73	$ 7.46	$ 82.19	99.86
Construction Inspector	$ 29.84	1.75%	$ 30.36	$33.78	$0.08	$ 64.23	$ 6.41	$ 70.64	85.82
-		1.75%							
-		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 111.27%	Facilities Cost Cap 0.26%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Construction Inspector	$ 35.33	3.50%	$ 36.56	$40.68	$0.10	$ 77.34	$ 7.72	$ 85.07	$ 103.35
Construction Inspector	$ 30.36	3.50%	$ 31.42	$34.97	$0.08	$ 66.47	$ 6.64	$ 73.11	$ 88.82
-		3.50%							
-		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**DMY Engineering Consultants Inc.**

No Field Office

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Sr. Construction Inspector	$ 34.72	1.75%	$ 35.33	$28.26	$0.01	$ 63.60	$ 6.36	$ 69.96	
Construction Inspector	$ 29.84	1.75%	$ 30.36	$24.29	$0.01	$ 54.66	$ 5.47	$ 60.12	
Engineer		1.75%							
Jr. Engineer		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Sr. Construction Inspector	$ 35.33	3.50%	$ 36.56	$29.25	$0.01	$ 65.82	$ 6.58	$ 72.40	
Construction Inspector	$ 30.36	3.50%	$ 31.42	$25.14	$0.01	$ 56.57	$ 5.66	$ 62.23	
Engineer		3.50%							
Jr. Engineer		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**June 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**DMY Engineering Consultants Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

DMY Standard Lab Fee Schedule - 2022

I. Laboratory Services

Soil	
Moisture Content Test (ASTM D2216)	$10.50/test
Sieve Analysis (ASTM D422)	$95.00/test
Atterberg Limits Test (ASTM D4318)	$95.00/test
Hydrometer Analysis (ASTM D422)	$95.00/test
USDA Hydrometer Analysis	$150.00/test
Specific Gravity (ASTM D854)	$55.00/test
Standard Proctor Test (ASTM D698/VTM-1)	$175.00/test
One Point Proctor Test (VTM-12)	$100.00/test
Modified Proctor Test (ASTM D1557)	$200.00/test
California Bearing Ratio Test (ASTM D1883/VTM-8)	$500.00/test
Unconfined Compression of Soil (ASTM D2166)	$155.00/test
pH and Resistivity	$250.00/test
Concrete/Mortar/Grout	
Compressive Strength of Concrete Cylinders-4"x8" (ASTM C39)	$15.00/test
Compressive Strength of Mortar Cubes (ASTM C170) (set of three)	$35.00/test
Compressive Strength of Concrete Core	$100.00/test
Rapid Chloride Permeability Test (VTM-112/AASHTO T-277)	$250.00/test

Notes:

1. Sample pickup and delivery by DMY will be invoiced separately which is $150 per pickup.

Vehicle Leases (if applicable):

NA

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall

OR

Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."
NA

DMY
ENGINEERING CONSULTANTS INC.

Chantilly, VA
Williamsburg, VA
Washington, DC
Gaithersburg, MD

July 28, 2022

To Whom It May Concern:

Reference: Usual and Customary Rates for Fauquier County
RFP 01-22ks Planning, Architectural & Engineering Open End services for Federal Funded Projects

This is to attest that the non-salary directs costs for the items identified below and attached are usual and customary rates charged to similar projects within the Commonwealth of Virginia.

1. DMY Standard Lab Fee Schedule - 2022

The above referenced non-salary direct cost will be charged only when the good or service is utilized on the resultant agreement and with the prior approval from the County.

Sincerely,

DMY Engineering Consultants Inc.

Wamiq Hamid, P.E.
Vice President

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	June 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally fund
RFP No:	RFP01-22ks
Consultant:	CES Consulting LLC

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.

IIM CEI Vehicle Rates

Position	Equipment Category	Fixed Monthly Rate	Fixed Hourly Rate
Responsible Charge Engineer and/or Construction Manager	Sport Utility Vehicle	$650.00	$4.50
	Seven Passenger Van	$650.00	
Inspector	Light Duty Pickup Truck	$740.00	$5.30

Mileage Rates

Standard Rate - $0.56/mile
Reduced Rate - $0.30/mile

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

Troxler Nuclear Density Gauge:	
4640b	$650.00 /month
3440	$600.00 /month
Nuclear Gauge Storage Facility:	$60.00 /month
PlanGrid License	$145.00 /month

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

1. Actual Costs will be billed for Direct Cost Items. Costs will not exceed amounts in the table above unless approved in writing by the CSPDC or authorized locality.
2. Leased mileage and personal vehicle mileage will be paid at the prevailing VDOT rate.
3. Any additional direct costs incurred must receive prior approval by CSPDC or the authorized locality.

* All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the VDOT Travel Guidelines in place at the time which travel occurs and is subject to prior CSPDC or authorized locality approval. Travel related costs will be measured from CES Consulting LLC, 23475 Rock Haven Way, Suite 255, Dulles, VA 20166.

DMY
ENGINEERING CONSULTANTS INC.

Chantilly, VA
Williamsburg, VA
Washington, DC
Gaithersburg, MD

DMY Standard Lab Fee Schedule - 2022

I. Laboratory Services

Soil	
Moisture Content Test (ASTM D2216)	$10.50/test
Sieve Analysis (ASTM D422)	$95.00/test
Atterberg Limits Test (ASTM D4318)	$95.00/test
Hydrometer Analysis (ASTM D422)	$95.00/test
USDA Hydrometer Analysis	$150.00/test
Specific Gravity (ASTM D854)	$55.00/test
Standard Proctor Test (ASTM D698/VTM-1)	$175.00/test
One Point Proctor Test (VTM-12)	$100.00/test
Modified Proctor Test (ASTM D1557)	$200.00/test
California Bearing Ratio Test (ASTM D1883/VTM-8)	$500.00/test
Unconfined Compression of Soil (ASTM D2166)	$155.00/test
pH and Resistivity	$250.00/test
Concrete/Mortar/Grout	
Compressive Strength of Concrete Cylinders-4"x8" (ASTM C39)	$15.00/test
Compressive Strength of Mortar Cubes (ASTM C170) (set of three)	$35.00/test
Compressive Strength of Concrete Core	$100.00/test
Rapid Chloride Permeability Test (VTM-112/AASHTO T-277)	$250.00/test

Notes:

1. Sample pickup and delivery by DMY will be invoiced separately which is $150 per pickup.
2. An additional fee of 10% of the total amount or minimum $200 will be invoiced for laboratory testing services projects to cover for report preparation and professional review time.

North East Technical Services, Inc.

75 Aileron Ct., Suite 4
Westminster, MD 21157
Tax ID# 20-0655476

(410) 751-5090

Invoice

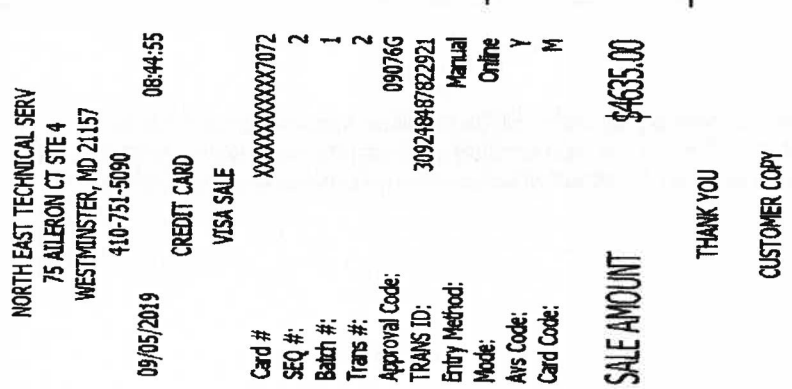
Date	Invoice #
8/12/2019	49115

PAID 09/05/2019

Bill To	Ship To
DMY Engineering 309 McLaws Circle, Suite F Williamsburg, VA 23185	DMY Engineering 309 McLaws Circle, Suite F Williamsburg, VA 23185

W.O. Number	PO Number	Terms	Serial Number	Model
21109	LaVonne Bonney	Net 30	17337	3440

Item	Description	Qty	Rate	Amount
3440	Gauge, 3440 Nuclear Moisture Density	1	4,750.00	4,750.00T
Discount	Multi-gauge discount		-250.00	-250.00
Out Freight	Freight, Outgoing	1	135.00	135.00


NORTH EAST TECHNICAL SERV
75 AILERON CT STE 4
WESTMINSTER, MD 21157
410-751-5090
09/05/2019 08:44:55
CREDIT CARD
VISA SALE
Card # XXXXXXXXXXXX7072
SEQ #: 2
Batch #: 1
Trans #: 2
Approval Code: 09076G
TRANS ID: 309248487822921
Entry Method: Manual
Mode: Online
Avs Code: Y
Card Code: M
SALE AMOUNT $4635.00
THANK YOU
CUSTOMER COPY

Thank you for your business.

Subtotal	$4,635.00
Sales Tax (0.0%)	$0.00
Total	$4,635.00
Payments/Credits	-$4,635.00
Balance Due	$0.00

"Innovative Products for the Construction Industry"

www.netsnukes.com

North East Technical Services, Inc.

75 Aileron Ct., Suite 4
Westminster, MD 21157
Tax ID# 20-0655476

(410) 751-5090

Invoice

Date	Invoice #
11/27/2017	43046

Bill To	Ship To
DMY Engineering 309 McLaws Circle, Suite F Williamsburg, VA 23185	DMY Engineering 309 McLaws Circle, Suite F Williamsburg, VA 23185

W.O. Number	PO Number	Terms	Serial Number	Model
17826	David Gordinier	Net 30	32506	3430

Item	Description	Qty	Rate	Amount
Rental	Rental of Gauge (10/28/17 to 11/28/17)	1	500.00	500.00

Thank you for your business.

Subtotal	$500.00
Sales Tax (0.0%)	$0.00
Total	$500.00
Payments/Credits	$0.00
Balance Due	$500.00

"Innovative Products for the Construction Industry"

www.netsnukes.com

North East Technical Services, Inc.

75 Aileron Ct., Suite 4
Westminster, MD 21157
Tax ID# 20-0655476

(410) 751-5090

Invoice

Date	Invoice #
12/19/2017	43199

Bill To	Ship To
DMY Engineering 309 McLaws Circle, Suite F Williamsburg, VA 23185	DMY Engineering 309 McLaws Circle, Suite F Williamsburg, VA 23185

W.O. Number	PO Number	Terms	Serial Number	Model
16230	David Gordinier	Net 30	1157	4640

Item	Description	Qty	Rate	Amount
Rental	Rental of Gauge (11/17/17 to 12/17/17)	1	600.00	600.00

Thank you for your business.

Subtotal	$600.00
Sales Tax (0.0%)	$0.00
Total	$600.00
Payments/Credits	$0.00
Balance Due	$600.00

"Innovative Products for the Construction Industry"

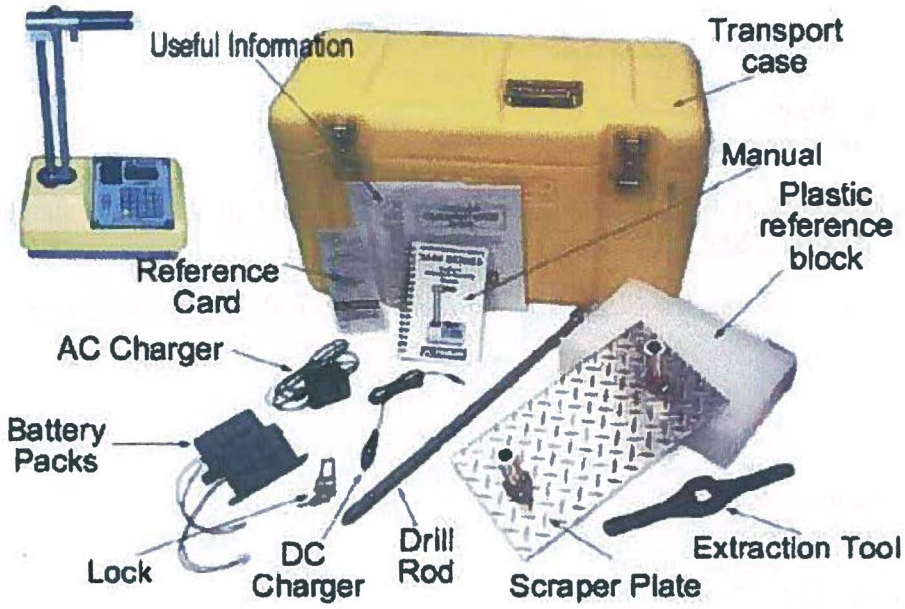
www.netsnukes.com

Troxler Items

New Troxler 3440	T-3440	$18,000 approx.
Battery Pack 3430/3440	T-BATPK	$165/$360
Magnetic Radiation Sign	T-SIGNMAG	$36.00
Radiation Placard for Vehicle	T-SIGNPLACARD	$85.00
Radiation Sign Bracket for Vehicle	T-SIGNBRAC	$25.00
Troxler Drill Rod	T-100421NZ	$192.00
Troxler Drill Rod Extractor	T-103680.1000	$121.00
3440/3430 Battery Charger - Cigarette	T-10456	$27.00
Troxler Battery Charger - Wall	T-BATCHARGER	$50.00
Scraper Plate – Steel	T102111S	$170.00
Troxler 3440 Raincoat	T-RAINCOAT	$240.00

* Prices do not include GST

TROXLER®
The Leader in Construction Testing Equipment



09 634 1509 enquiry@groundtest.co.nz Groundtest Equipment

Subject: FAR Indirect Cost Rate 2020 - DMY Engineering Consultants, Inc
Date: Monday, November 8, 2021 at 7:31:56 PM Eastern Standard Time
From: Wornom, Edward
To: Wayne Ma
CC: Wayne Ma, DMY Accounting, Wanda Byard, Dorcene Fox

Weiyi 'Wayne' Ma, President and CEO (Sent electronically to wma@dmyec.com)

Re: Indirect Cost Rate Schedule for DMY Engineering Consultants, Inc. as of December 31, 2020

Dear Mr. Ma,

We are in receipt of your December 31, 2020 ("FY 20") Indirect Cost Rate audit ("FAR") submission. The rates submitted and reflected in the below table are being accepted for use in Virginia subject to audit.

	Home
Indirect Cost Rate	**111.27%**
Facilities Cost of Capital Rate:	**0.26%**

The December 31, 2021 Indirect Cost Rate audit is due by June 30, 2022, and should be submitted to our office at ACO@VDOT.Virginia.gov

If there are any questions, please feel free to contact me at (804) 786-2825 or Edward Wornom at (804) 486-2296.

Sincerely,

Edward Wornom on behalf of:
Bradley W. Gales, Director
Assurance and Compliance Office
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Bradley.gales@vdot.virginia.gov
(804) 786-2825

DMY Engineering Consultants Inc.
4170 Lafayette Center Drive
Suite 500
Chantilly, VA 20151

Jose Castillo

Direct Deposit

Employee Pay Stub Check number: Pay Period: 04/30/2022 - 05/13/2022 Pay Date: 05/19/2022

Employee

Jose Castillo

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Regular Time (B)	40.00	36.78	1,471.20	16,992.36
PTO Pay				514.92
Holiday				294.24
Regular Time (NB)				5,737.68
	40.00		1,471.20	23,539.20

Deductions From Gross	Current	YTD Amount
Health Insurance - E 500	-85.00	-850.00
Dental Insurance - Emp	-5.21	-52.10
Vision Insurance - Emp	-1.77	-17.70
	-91.98	-919.80

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-148.00	-2,916.00
Social Security - Employee	-85.51	-1,402.40
Medicare - Employee	-20.00	-327.98
VA - Withholding	-55.00	-1,061.00
	-308.51	-5,707.38

Adjustments to Net Pay	Current	YTD Amount
Phone (D4)	25.00	250.00
Employee Advance Repayment	10,000.00	10,000.00
Mileage (D4)		249.21
	10,025.00	10,499.21
	11,095.71	**27,411.23**

Direct Deposit	Amount
Checking - *********5489	11,095.71

Vacation	Accrued	Used	Available
Current	4.00		78.00
YTD		14.00	

Memo

Direct Deposit

DMY Engineering Consultants Inc.
4170 Lafayette Center Drive
Suite 500
Chantilly, VA 20151

Mohamed Hamoud

Direct Deposit

Employee Pay Stub Check number: Pay Period: 04/30/2022 - 05/13/2022 Pay Date: 05/19/2022

Employee
Mohamed Hamoud

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Regular Time (B)	71.00	38.46	2,730.66	22,249.13
PTO Pay	2.00	38.46	76.92	923.04
Regular Time (NB)	7.00	38.46	269.22	7,288.17
Holiday				307.68
Book (D4)				37.89
	80.00		3,076.80	30,805.91

Deductions From Gross	Current	YTD Amount
Health Insurance - E 1600	-49.01	-490.10
Dental Insurance - Emp	-5.21	-52.10
Vision Insurance - Emp	-1.77	-17.70
401k Emp.	-50.00	-350.00
	-105.99	-909.90

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-375.00	-3,792.00
Social Security - Employee	-187.29	-1,875.25
Medicare - Employee	-43.80	-438.57
DC - Withholding	-177.41	-1,790.08
	-783.50	-7,895.90

Adjustments to Net Pay	Current	YTD Amount
Parking and Toll (D4)	24.00	24.00
Employee Advance Repayment	-50.00	4,000.00
Tools and Supplies (D4)		284.81
Membership Dues and Certs (D4)		205.99
Wellness Program		150.00
	-26.00	4,664.80

Net Pay **2,161.31** **26,664.91**

Direct Deposit	Amount
Checking - ********0072	2,161.31

Vacation	Accrued	Used	Available
Current	3.08		39.88
YTD		24.00	

Non-taxable Company Items	Current	YTD Amount
401k Co. Match	50.00	350.00

Memo
Direct Deposit

DMY Engineering Consultants Inc.
4170 Lafayette Center Drive
Suite 500
Chantilly, VA 20151

Antonio Mason, Sr.

Direct Deposit

Employee Pay Stub Check number: Pay Period: 04/30/2022 - 05/13/2022 Pay Date: 05/19/2022

Employee

Antonio Mason, Sr.

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Regular Time (B)	10.00	33.95	339.50	1,348.10
Regular Time (NB)				1,977.60
	10.00		339.50	3,325.70

Deductions From Gross	Current	YTD Amount
401k Emp.	-108.64	-1,061.04

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-25.00	-250.00
Social Security - Employee	-21.05	-206.19
Medicare - Employee	-4.92	-48.22
VA - Withholding	0.00	0.00
	-50.97	-504.41

Adjustments to Net Pay	Current	YTD Amount
Roth 401(k)	-27.16	-265.28

Net Pay	**152.73**	**1,494.97**

Direct Deposit	Amount
Checking - *****8995	152.73

Non-taxable Company Items	Current	YTD Amount
401k Co. Match	81.48	798.14

Memo

Direct Deposit

DMY Engineering Consultants Inc.
4170 Lafayette Center Drive
Suite 500
Chantilly, VA 20151

Jose Cardozo

Direct Deposit

Employee Pay Stub Check number: Pay Period: 04/30/2022 - 05/13/2022 Pay Date: 05/19/2022

Employee

Jose Cardozo

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Regular Time (B)	77.00	35.00	2,695.00	25,546.00
Regular Time (NB)	1.00	35.00	35.00	273.00
Overtime (B)	1.00	52.50	52.50	2,021.25
PTO Pay				1,177.00
Holiday				272.00
	79.00		2,782.50	29,289.25

Deductions From Gross	Current	YTD Amount
Health Insurance - E 1600	-49.01	-490.10
Dental Insurance - Emp	-5.21	-52.10
	-54.22	-542.20

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-141.00	-1,611.00
Social Security - Employee	-169.16	-1,782.32
Medicare - Employee	-39.56	-416.83
VA - Withholding	-131.00	-1,393.00
	-480.72	-5,203.15

Adjustments to Net Pay	Current	YTD Amount
Phone (D4)	30.00	300.00
Transportation Benefit (D4)	-30.00	-300.00
Tools and Supplies (D4)		42.39
Auto Maintenance/Repair (D4)		449.08
		491.47

Net Pay	**2,247.56**	**24,035.37**

Direct Deposit	Amount
Checking - **8229	2,247.56

Vacation	Accrued	Used	Available
Current	4.00		57.50
YTD		34.50	

Memo

Direct Deposit

Powered by Intuit Payroll

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 01/28/2022 **RFP 01-22ks**

TITLE: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

ISSUED BY: Fauquier County Government and Public Schools Procurement Division
320 Hospital Drive, Suite 23 Warrenton, VA 20186

USING DEPARTMENTS: Fauquier County and Fauquier County Public Schools, All Departments/Divisions

Sealed Proposals Will Be Received Until **2/22/2022 @ 3:00 P.M** For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed To: Kathy Stanley, CPPB, Senior Buyer, Phone: (540) 422-8354, Fax: (540) 422-8355 e-mail: Kathy.Stanley@fauquiercounty.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILDS OFFICE BUILDING 320 HOSPITAL DRIVE, 2nd FLOOR, SUITE 23.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

_____ Date:_____

_____ By:_____
(Signature in Ink)

_____ Name:_____

_____ Zip Code: _____ Title:_____

FEI/FIN NO.:_____ Telephone Number: (___)_____

E-mail address: _____Fax Number: (___)_____

Submitting for *ALL* Disciplines noted herein (Y/N): _____ If N, *list which specific Disciplines the proposal provides for*: _____

*****RETURN THIS PAGE*****

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2	BACKGROUND	3
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ATTACHMENT A, VDOT TERMS AND CONDITIONS AND VIRGINIA DEPARTMENT OF TRANSPORTATOIN SPECIAL PROVISIONS FOR CONSULTANT PROJECTS 24-65

ATTACHMENT B, REFERENCED DOCUMENTS 66-81

ATTACHMENT C, REQUIRED DOCUMENTS 82-95

** Return these pages

1.0 PURPOSE:

The purpose of this Request for Proposal (RFP) is to obtain multiple contracts through competitive negotiations for the services of qualified professional architectural and engineering Firm(s). Firms shall be registered and licensed to practice in the Commonwealth of Virginia to provide planning and design for a broad range of **Planning, Architectural/Engineering Services for Federally Funded Projects** at the direction of the Owner, on an as required basis. All services shall be provided in accordance with the specifications contained herein and attached hereto. The Owner intends to obtain professional services of, but not limited to, the following disciplines: Architectural, Construction Administration/Management, Civil Engineering, Surveying, Structural Engineering, Mechanical, Electrical and Plumbing Engineering, Geotechnical Engineering, Environmental Engineering, and Traffic/Transportation Planning/Engineering. The Fauquier County Government Procurement Division on behalf of the Board of Supervisors and Fauquier County issues this solicitation and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to collectively for convenience as "Owner".

1.1 For ease of reference, each organization submitting a response to the Request for Proposal hereinafter referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement are hereinafter referred to as a "Firm" or "Consultant".

1.2 The Owner anticipates awarding multiple contracts to more than one, but not to exceed six (6), qualified prime Consultants or Firms because of this Request for Proposal. **Offeror's shall clearly indicate which discipline they are submitting for Owner consideration, on the Certification Page**.

1.3 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded resulting from this solicitation. The successful Firms will be required to sign a contract with the Owner, herein referred to as "Agreement" or "Contract".

2.0 BACKGROUND:

The Owner frequently requires professional Architectural/Engineering Services for investigations, studies, reports, cost estimates, designs, bid documents, and construction administration. The objective of the RFP is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for professional services. Any resulting contract shall be non-exclusive and no specific amount of work is guaranteed because of this RFP.

3.0 OWNER'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS:

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur. The Owner also reserves the right, at its sole discretion, to issue purchase orders to any other Open-End Firms based on its evaluation of each Firm's qualifications, expertise capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project.

4.0 SCOPE OF SERVICES:

The various disciplines for Consultant/Firm Professional Services are noted within this section. The scope of services for projects assigned under any contract resulting from this RFP will vary according to department/division requirements. Each project shall be negotiated separately. All Owner school and county departments will have the opportunity to utilize the resulting contracts as needs arise. The successful Firm(s) will be required to use terms and conditions and bidding instructions designated and/or prepared by the Owner for any documents prepared for purposes of bidding projects. The Owner terms and instructions may also include specific federal or, additional provisions, based on funding sources for projects, as a component of the solicitation documents. The potential tasks identified in this RFP are for information to the Offeror and for proposal evaluation purposes only. Tasks shall not be construed to represent any amount, which the Owner shall be obligated to purchase under the contract, or relieve the Firm of their obligation to fill all orders placed by the Owner.

Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value.

No proposal will be considered which stipulates that the Owner guarantee to order a specific quantity of any service.

4.1 Architectural Services:

4.1.1 Facilities requirements and utilization

4.1.2 Feasibility studies for new, renovation and alteration projects

4.1.3 Preparation of preliminary documents, working drawings and specifications

4.1.4 Studies and audits for compliance with federal, state and local regulations

4.1.5 Services related to minor, and/or new construction, renovation and alteration projects to include planning, handicapped accessibility, project evaluation, electrical engineering, mechanical engineering, structural engineering, civil engineering, landscape architecture, conceptual design, and land survey

4.1.6 Development of maintenance management programs.

4.1.7 Development of High-Performance Facilities. Sustainable design services including LEED certified design (or equivalent), energy efficient design or Energy Star certified design, energy efficiency evaluations/studies and/or energy modeling

4.2 Construction Administration/Management:

4.2.1 Administer construction contracts in accordance with applicable laws and regulations to include interpreting requirements.

4.2.2 Monitoring performance to ensure compliance with contract requirements and inspect, evaluate and make recommendations to the Owner for approval of construction.

4.2.3 Act on behalf of the Owner regarding all contact with a construction contractor; serve as liaison between the Owner and the construction contractor.

4.2.4 Monitor construction work progress and determine payment due for complete work and issue certificates for payment based on actual completed work and the evaluation of such work for conformance with the contract.

4.2.5 Reject work that fails to comply with specifications and requirements of the construction contract documents.

4.2.6 Prepare change orders approved by the Owner.

4.2.7 Review; approve/disapprove shop drawings, samples, and other submissions to determine compliance and conformance with the Contract Documents

4.2.8 Development of maintenance management programs.

4.2.9 Value Engineering Services

4.2.10 Constructability reviews of designs prepared by others

4.2.11 Assist Owner with bidding and negotiation

4.3 Civil Engineering:

4.3.1 Site requirements;

4.3.2 Design/evaluation of site drainage and storm water management

4.3.3 Design/evaluation of traffic control and/or circulation

4.3.4 Design/evaluation of on-site survey sanitary sewer treatment facilities and utilization studies

4.3.5 Design and preparation of preliminary documents, working drawings and specifications

4.3.6 Design, investigation, and analysis of potable water systems.

4.3.7 Development of maintenance management programs.

4.3.8 Additional services as required/requested by the Owner for new construction or modifications to existing sites to include, but not be limited to planning, project

evaluation and land survey.

4.3.9 Studies and audits for compliance with federal, state and local regulations.

4.3.10 Land Use Planning.

4.3.11 Review/Advise and/or conduct right of way acquisition and real estate acquisition.

4.4 Surveying Services:

4.4.1 Plat preparation for easements, right-of-way, property conveyance, etc.

4.4.2 Boundary surveys including deed research.

4.4.3 Topographic and as-built surveys.

4.4.4 Surveys for design/evaluation of drainage, storm sewer, transportation, etc.

4.4.5 Hydrology/hydraulic studies and designs.

4.5 Structural Engineering:

4.5.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.5.2 Design and preparation of preliminary documents, working drawings and specifications

4.5.3 Development of maintenance management programs.

4.5.4 Investigations and analysis of existing structures.

4.5.5 Additional services as required/requested by the Owner for minor and/or new construction or renovation projects to include planning and project evaluation

4.6 Mechanical Engineering:

4.6.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.6.2 Design and preparation of preliminary documents, working drawings and specifications

4.6.3 Investigations and analysis of existing mechanical systems

4.6.4 Development of maintenance management programs.

4.6.5 Studies and audits for compliance with federal, state and local regulations,

4.7 Electrical Engineering:

4.7.1 Facilities requirements and utilization studies; feasibility studies for renovation and alteration projects

4.7.2 Design and preparation of preliminary documents, working drawings and specifications

4.7.3 Investigations and analysis of existing electrical systems

4.7.4 Development of maintenance management programs.

4.7.5 Additional services related to minor and/or new construction or renovation projects

4.8 Plumbing Engineering:

4.8.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.8.2 Design and preparation of preliminary documents, working drawings and specifications

4.8.3 Development of maintenance management programs.

4.8.4 Investigations and analysis of existing plumbing systems

4.8.5 Additional services related to minor and/or new construction or renovation projects to include planning, handicapped accessibility and project evaluation

4.9 Geotechnical Engineering:

4.9.1 Studies, reports and investigations of existing and proposed sites for suitability of soils and adequate bearing capacity for footings common to Owner buildings.

4.9.2 Investigations of structural failures believed caused by sub-surface conditions.

4.9.3 Advise the Owner on proposed pavement design and rehabilitation, correction of drainage and site problems related to soil conditions

4.9.4 Offeror's shall have drilling and laboratory facilities adequate to perform bearing capacity, soil compaction, soil classification (AASHTO and Unified), CBR and determination of rock profiles.

4.10 <u>Environmental Engineering:</u>

4.10.1 Phase I services to include but not limited to: physical description of site; determination of adjacent land use; preparation of land use history and review of records associated with the site, and; submission of a written report summarizing conclusions of studies and land use recommendations

4.10.2 Phase II services to include but not limited to: planning and execution of a sampling program(s); installation and sampling from monitoring wells; analyzing samples obtained from sampling activities, and; submission of written reports summarizing results of sampling and analysis activities and recommendations for use and development of lands

4.10.3 Phase III services to include but not limited to: preparation of plans and specifications for remediation of environmental problems; project management and remediation activities, and; preparation of written reports and recommendations for regulating bodies

4.10.4 Environmental activities related to transportation projects including NEPA document preparation, SERP studies and evaluations, permitting, and other activities as necessary;

4.10.5 Environmental studies including, cultural and natural resources, and endangered species, and surface water impacts associated with proposed developments. This may also include environmental due diligence on property acquisitions and environmental monitoring to meet specific permit conditions;

4.10.6 Asbestos, lead paint and radon testing and evaluations including management and oversight of third party contractors and consultants as required;

4.10.7 A variety of environmental services related to above and below ground petroleum storage tanks including, pollution prevention, spill response removal and installation issues and other services as required;

4.10.8 VPDES permitting, training, public outreach and general program management assistance.

4.10.9 Miscellaneous services including noise and odor analyses, regulatory compliance auditing, training, environmental feasibility studies, and other applications as necessary;

4.10.10 Hazardous materials assessment and remediation, spill response, handling and related services.

4.10.11 Environmental grant proposals, implementation, and administrative management

4.10.12 Appearances before various regulatory agencies, groups and/or Boards to present and explain reports and recommendations, and court appearances made necessary by litigation.

4.11 <u>Traffic/Transportation Planning and Engineering:</u>

4.11.1 Review and/or evaluation of traffic impact analyses, capacity analyses and signal warrant analyses.

4.11.2 Review/Advise and/or conduct right of way acquisition and real estate acquisition.

4.11.3 Conduct transportation, operational, and feasibility studies.

4.11.4 Conduct conceptual design and context-sensitive design.

4.11.5 Conduct preliminary engineering design.

4.11.6 Prepare cost estimates for transportation/traffic solutions.

4.11.7 Conduct traffic counts in accordance with VDOT requirements.

4.11.8 Prepare concept and detailed drawings for proposed access, road improvement and other transportation related projects including Greenway and trail projects.

4.11.9 Public participation and outreach efforts.

4.11.10 Additional services as may be required/requested by the Owner not covered above

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES:

4.12 The successful Firm(s) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Firm or any employee, agent, or subcontractor of the Firm under this Agreement. The Firm shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent or subcontractor's designs, drawings, specifications, reports and other services.

4.12.1 Approval by the Owner of drawings, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve Firm of their responsibility for the technical accuracy and adequacy of the work.

4.12.2 The Firm shall be and remain liable in accordance with applicable law for all damages to the Owner caused by the Firm or any employee, agent or subcontractor of the Firm. To include violation of any law, bylaw, ordinance, regulation or decree; the negligent performance of any of the services furnished or by error or omission act on the part of the Firm, it's employees, agent or subcontractor, causing personal injury, damages or violation of rights under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the Owner or Owner furnished data.

4.12.3 The Firm shall not be responsible for any time delays in the project caused by circumstances not reasonably foreseeable, which are beyond the Firm's control. The Firm shall give the Owner prompt written notice whenever the Firm becomes aware of any development that affects the timing of the Firm's services.

4.12.4 The services to be performed by the Firm under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Firm toward any person or persons not a party to this Agreement including, but not limited to, any Firm, subcontractor, supplier, or the agents, officers, employees, insurers or sureties of any of them.

4.13 It is the policy of the Virginia Department of Transportation and the Owner that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified DBE firms is maintained on their web site (http://www.dmbe.virginia.gov/) under the DBE Vendor Directory of Virginia Unified Certification Program. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential sub consultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. [Include the following wording on federally funded projects with stated DBE goals: The DBE contract goal for this procurement is **12 %.**

While the State and Owner support utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of consultant contracts, it is not a requirement of this RFP nor does use of a SWaM vendor meet the DBE contract goal requirements.

For portions of the services to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

Written documentation of the prime's commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.

Written confirmation from the DBE or SWaM firm that it is participating, including a description of the services to be performed and the percent of participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on quarterly basis.

Any DBE or SWaM firm must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM sub consultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work**.**

4.14 Offeror's shall thoroughly review all requirements of Attachment A, while preparing their proposal submission. Offeror's are also advised to complete and return all forms or pages of this RFP inclusive of those in the Attachments, with their proposal response, to constitute a thorough, complete response for Owner evaluation and review.

5.0 <u>OWNER'S RESPONSIBILITIES</u>:

5.1 The Owner will assist the Firm by placing at its disposal all available information, upon written request of the Firm, pertinent to the Project Order including previous reports and any other data relative to the Project.

5.2 The Owner will furnish to the Firm, as required for performance of Firm's Project Orders, all as-built data on the project elements upon written request of the Firm.

5.3 Upon written request of the Firm, the Owner shall examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Firm, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination, and render in writing, pertinent decisions within a reasonable time.

5.4 The Owner will provide prompt written notice to Firm whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Firm's services or any defect in the work.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

6.1 General Requirements

In order to be considered for selection, Offeror's must submit a complete response to the RFP**. One (1) original and three (3) copies of each proposal must be submitted to the Procurement Division, along with a flash drive containing the entire proposal response with proprietary sections redacted.** The Offeror shall make no other distribution of the proposal.

7.1.1 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. The Owner may reject proposals that are substantially incomplete or lacking key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

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

7.1.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Scope of Services described**.**

7.1.4 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.

7.1.5 All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided.

7.1.6 **Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at https://www.scc.virginia.gov/default.aspx. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under**

the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation http://www.dpor.virginia.gov/, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the Owner. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

6.2 Specific Proposal Requirements:

6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required**.**

6.2.2 Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, e-mail address; and any other pertinent information relative to the size and organizational structure of the company.

6.2.3 Describe Offeror's previous background and experience relative to Architectural and Engineering transportation related projects funded, including federally funded projects. Provide five (5) references from former or current government (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons), on the form provided in Attachment C. It is preferred that Offeror's provide references that do not include Fauquier County.

6.2.4 Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

(Affiliate Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms, which are owned by a holding company or a third party, but otherwise, meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.)

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

6.2.5 The Offeror shall provide a written narrative describing the approach/methodology for providing services within the disciplines noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Scope of Services. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy that requirement or discipline.

6.2.6 Individual resumes describing the representative or representatives on behalf of the Offeror. Resume describing the qualifications, education and experience of personnel to be assigned. Identify persons authorized to represent the Offeror.

6.2.7 Exceptions to RFP: Per the Virginia Public Procurement Act, Section 2.2-4302.2, (A) (3), Offeror's will not be instructed to provide exceptions to the RFP, unless and until Offeror is selected for negotiations. At the time of selection, Offeror shall provide full disclosure of all exceptions to the RFP. Offeror's are expected to prepare all exceptions in advance, in order to be prepared to provide exceptions, promptly, upon request, to facilitate the negotiation process.

Note to Offeror's: Due to the anticipated volume of responses to this RFP, Offeror's are strongly encouraged to provide as concise a proposal as possible which addressing all requirements

7.0 EVALUATION AND AWARD CRITERIA, AND ADDITIONAL INFORMATION:

7.1 Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria.

7.1.1 Method and Plan for Providing Services- Understanding the Scope; the proposed approach; Expertise, experience and qualifications of team in providing services as related to the disciplines noted within the scope of services. (**50 points)**

7.1.2 Qualifications and Experience- Team Experience; Organization Capabilities; Expertise, experience and qualifications in project management as related to the scope of services; Quality of workmanship and performance of the Consultant; Past performance on contracts with respect to cost control, coordination and quality of work, and ability to meet schedules. **(35 points)**

7.1.3 Organizational Capability- Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants.
(15 points)

7.2 Award of Contract: The Owner shall engage in individual discussions with two or more Offeror's deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible, if the Owner chooses to conduct them, although historically, the Owner does not interview for Open-End/As-Required solicitations of this nature. Such Offeror's shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed variety of projects, as well as alternative concepts.

Proprietary information from competing Offeror's shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors

published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more Offeror's whose professional qualifications and proposed services are deemed most meritorious.

The Owner will request non-binding fees from the top ranked Offeror at this stage, in addition to any exceptions taken to the RFP inclusive of the Terms and Conditions. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Traditionally, contract prices for this type of Open-End as Required contract; consist of hourly rates and any other travel or expense rates. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price, with acceptable terms and conditions if exceptions are taken.

Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. It is the Owner's intention, however, that multiple contracts will be awarded for this proposal

Contract award for services specified in this RFP are non-exclusive and does not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award contracts deemed to be in the Owner's best interest.

7.3 Ownership of Documents: Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Firm in the performance of its obligations under the contract shall be the exclusive property of the Owner, and all such materials shall be returned to the Owner upon completion, termination, or cancellation of this contract. The Firm shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Firm's obligations under the resulting contract without the prior written consent of the Owner. However, the Firm may retain file copies, which cannot be used without prior written consent of the Owner. The Owner agrees that the Firm shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Firm is not the firm of record.

7.4 Term of Contract: The initial contract term shall be limited to two (2) years, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one year terms shall be equal to the initial term or $5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to future term, and at a reasonable time (approximately 90 days) prior to the expiration. Annual contract adjustments will be in conformance with VDOT maximum allowed rates and escalation factors.

7.5 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Firms(s) certifies they will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Owner reserves the right to

require the Firm to furnish certificates of insurance for the coverage required, and endorsed to name Fauquier County and the Fauquier County School Board as additional insured.

8.0 PROCEDURES FOR ORDERING SERVICES:

8.1 Project Orders: Project cost proposals will comply with the requirements of the VDOT LAP manual, VDOT Manual for the Procurement and Management of Professional Services, and related Professional Services Contract rate and escalation limitations, as applicable. All Offeror's will be required to submit VDOT fee and personnel tracking templates for ACO and/or DBE reviews, as applicable.

8.2 The Owner or authorized representative will request a cost proposal for each project. At its own expense, the Firm shall visit the site, if required, and prepare a detailed cost proposal, based on the allowable contract rates, for accomplishing the work. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules.

8.3 Each Project Order will be reviewed and approved in writing by the Owner prior to Firm initiating any work. If any Project Order appears indefinite, unclear or contradictory, the Firm shall consult with the Owner's representative for interpretation and clarification prior to the Firm's commencement of work on that Project Order. The Firm shall be responsible for conveying the interpretation and /or clarification of any Project Order to its employees, agents or subcontractors or sub-Firms, Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonable implied for proper completion of the Project Order. If the Owner requires the Firm's attendance at multiple meetings on site, the Owner will convey this with their project order.

8.4 Following successful negotiations, the Owner will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Procurement Division. Once the Procurement Division has processed (and assigned a number), the Owner may authorize the Firm to proceed with the work.

8.5 The Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the Owner's representative. The Firm assumes all risk and financial liability for any services rendered without such proper authorization.

8.6 Should additional services be requested beyond the scope of any executed Project Order/Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work. If any work is completed prior to the execution of these adjustments by the Procurement Division and notification by Owner's representative, the Firm assumes all risk and financial liability for any services rendered without such proper authorization.

8.7 The Owner's Representative of the services outlined in the Project Order shall consider the Firm's services complete upon satisfactory completion and acceptance.

8.8 Purchase Order Restriction: No individual purchase order fee shall exceed $500,000 and the aggregate of total fees for all purchase orders issued shall not exceed $1,500,000 per contract annual term.

9.0 SPECIAL TERMS AND CONDITIONS:

9.1 Contingent Fee Warranty: The Firm warrants that it has not employed or retained any person or persons not generally associated with Firm for the purpose of soliciting or securing this agreement. The Firm further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

9.2 Authority to Bind Firm in Contract: Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind his Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.

9.3 Severability: In the event 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.

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

9.5 **All firms submitting Expressions of Interest (prime consultants, joint ventures and sub consultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All architectural or engineering firms selected for a project (prime consultants, joint ventures and sub consultants) must submit their FAR audit data along with a Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the Department within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. A sample Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at http://www.virginiadot.org/business/gpmps.asp. Should any firm on the consultant team fail to submit the required audit data and the Owner may terminate certification within the 10 workdays, negotiations and the next most qualified team invited to submit a proposal.**

9.6 **The Owner assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all sub consultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 workdays of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds $10,000.**

9.7 **The Owner does not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity, which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, assigned buyers may assist the Purchasing Agent. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions, authorities shall be of no effect and void, and the Owner shall not be bound thereby.

2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS**: Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.

4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS**: Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal that has been modified.

5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

a. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Procurement Division.
b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or 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/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1
IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS**: In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.

13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.

15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.

16. **ETHICS IN PUBLIC CONTRACTING**: The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time,, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT**: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner 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. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at http://www.fauquiercounty.gov/government/departments-h-z/procurement

26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS**: In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS**: Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.

29. **ANTITRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.

30. **INVOICING AND PAYMENT TERMS**: Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

31. **PAYMENT TO SUBCONTRACTORS**: A contractor awarded a contract under this solicitation is hereby obligated:
a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (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 the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.

33. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.

34. **ANTI-DISCRIMINATION**: By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over $10,000 the provisions in A and B below apply:
a. During the performance of this contract, the Contractor agrees as follows:
1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
b. The Contractor will include the provisions of a. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **CHANGES TO THE CONTRACT**: Changes can only be made to the contract in one of the following ways:
a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
1) By mutual agreement between the parties in writing; or
2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
c. No modification for a fixed price contract may be increased by more than 25% or $50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

36.. **INDEMNIFICATION**: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence

or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

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

For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. Termination for Convenience**:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.

b. Termination for Cause: Termination by the Owner 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. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) 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 canceled without any liability or penalty to Owner.

39.USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION**: As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.

52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- Purchase Order Number,
- Name of Article and Stock Number,
- Quantity Ordered,
- Quantity Shipped,
- Quantity Back Ordered,
- The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.

54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. 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. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required		Coverage Required	Limits (figures denotes minimum)
X	1.	**Workers' Compensation** and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes $100,000/$500,000/$100,000 Statutory Statutory
X	2.	**Commercial General Liability** General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. $1,000,000 (CSL) Each Occurrence $2,000,000 $2,000,000 $1,000,000 $100,000 per Occurrence
X	3.	**Automobile Liability** Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. $1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
___	4.	**Prof. Errors and Omissions** Best's Guide Rating-A-VIII or better or its equivalent	4. $1,000,000 (CSL) Each Claim
___	5.	**Garage Liability**	5. $1,000,000 CSL Each Occurrence
___	6.	**Garage Keeper's Legal Liability** Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
___	7.	**Umbrella Liability** Best's Guide Rating-A-VIII or better, or its equivalent.	7. $1,000,000 Minimum
___	8.	**Other Insurance:** Cyber Liability as needed	8. $1,000,000 Minimum
X	9.	**Auto and General Liability Policies <u>shall be endorsed to name</u> Fauquier County as additional insured** (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
X	10.	The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
X	11.	**The Certificate must state Bid/RFP No. and Bid/RFP Title.**	
X	12.	**Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.**	

OFFEROR STATEMENT

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

_____
FIRM

_____
SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets', and "proprietary information" including processes.
Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ****

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless the County Administrator or School Superintendent grants a waiver of this requirement and the administrative policies and procedures established to implement this section, as applicable.

If the County of Fauquier, Virginia, accepts this quote for goods or services, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

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

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

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

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

_____
Legal Name of Offeror/Bidder

_____
Date

_____
Authorized Signature

_____
Print or Type Name and Title

RETURN THIS PAGE

VDOT

ATTACHMENT A – GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH LAWS AND REGULATIONS: The Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Consultant. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with all such laws,ordinances, regulations, orders, and decrees; and shall protect and indemnify the Commonwealth of Virginia, the Department and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or decree, the Consultant shall immediately report the same to the Department in writing.

2. VIRGINIA PROHIBITED EMPLOYMENT DISCRIMINATION: The Consultant, its agents, employees, assigns or successors, and any person, firm, or agency of whatever naturewith whom it may contract or make an agreement, shall comply with the provisions of the Section 2.2-4311 of the Code of Virginia (1950), as amended, and Executive Order 61 (2017). During the performance of this Agreement, the Consultant agrees as follows:

   a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status, or other basis prohibited by state law relating to discrimination in employment, except where thereis a bona fide occupational qualification reasonably necessary to the normal operationof the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that the Consultant is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   The Consultant will include the provisions of the foregoing paragraphs “a”, “b” and “c”in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor.

3. NON-DISCRIMINATION PROVISION: The Consultant agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipientof services, on the basis of race, religion, color, sex or national origin; and further agrees to abideby Executive Order No. 11246 entitled “Equal Employment Opportunity,” as amended by

Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Section 49 CFR 21 is incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The Consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

a. withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
b. cancellation, termination or suspension of this Agreement, in whole or in part.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of thisAgreement, the Consultant, for itself, its assignees and successors in interest (herein referred toas "the Consultant"), shall comply with the provisions of USDOT 1050.2A, Appendices A andE, which are attached as Exhibit 1, in addition to the following provisions:

a. Consultants and subconsultants shall include the provisions of Exhibit 1 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
b. Consultants and subconsultants shall submit an updated Title VI Evaluation Report annually as long as the Consultant or subconsultant is performing in accordance with this Agreement.

5. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Agreement, the Consultant certifies that it does not maintain or provide for its employeesany segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees anysegregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Consultant further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants andother eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated onthe basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of

subcontracts or the consummation of material supply agreements exceeding ten thousand dollars,and that it will retain such certifications in its files.

6. DISADVANTAGED BUSINESS ENTERPRISES/SMALL, WOMAN AND MINORITY BUSINESS: The Consultant, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreementby reference. The Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Subpart A of 49 CFR 26, Section 26.13 requires that each contract signed with a contractor (and that each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

   The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may resultin the termination of this contract or such other remedy as the recipient deems appropriate.

   Further, the Consultant agrees to provide the Department with the dollar amount contracted and name of each subcontractor which identifies itself as a DBE.

   In accordance with the Governor's Executive Order No. 20, the Department also requires the utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of consultant contracts. The Consultant shall take all necessary and reasonable steps in accordance with Executive Order No. 20, to ensure that SWaM firms have the maximumopportunity to compete for and perform contracts and subcontracts under this Agreement. Further, the Consultant agrees to provide the Department with the dollar amount contracted and name of each subcontractor which identifies itself as a SWaM.

   The Department is also required to capture DBE and SWaM payment information on all professional services contracts. Therefore, the prime consultant will be required to complete the DBE and SWaM Payment Compliance Report, C-63 form on a quarterly basis.

   In the event of the Consultant's noncompliance with the DBE/SWaM participation for theservices indicated in Expression of Interest in response to the RFP, Attachment D, Scope of Work and Fee Proposal of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under this Agreement until the Consultantcomplies, and/or

b. Cancellation, termination or suspension of this Agreement, in whole or in part.

7. TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, theConsultant agrees to ensure that all citizens have equally effective communication. The Consultant agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The Consultant will provide notice of a TDD/TTY number whenever a standardtelephone number is provided.

8. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Agreement, the Consultant certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

9. *"Compliance with Va. Code 2.2-4308.2 – If the Consultant is an employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000with any agency of the Commonwealth to perform work or provide services pursuant to such contract, it shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. If the Consultant fails to comply with this provision, it shall be debarred from contracting with any agency of the Commonwealth for a period of up to one year. Such debarment shall cease upon the Consultant's registration and participation in the E-Verify program."*

10. OCCUPATIONAL SAFETY AND HEALTH STANDARDS: The Consultant shall not require any individual employed in the performance of this Agreement to work in surroundingsor under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any subcontract entered into pursuant to this Agreement.

In addition, the Consultant shall abide by the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1-51.1 of the Code of Virginia. Any violation of the aforementioned requirements or duties which is brought to the attention of the Consultant by any person shall be immediately abated.

11. CERTIFICATION REGARDING DEBARMENT: By the execution of this Agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or hada civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. LEGAL JURISDICTION: This Agreement shall be construed and shall be governed in accordance with the Constitution and the laws of the Commonwealth of Virginia.

13. SEVERABILITY: The declaration by any court, or other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless said provisions are mutually dependent.

14. FINAL ACCEPTANCE AND FINAL PAYMENT: All services performed under this Agreement shall be performed in accordance with the current standards, policies, and procedures of the Department, and in the case of projects using federal funds, the Federal Highway Administration (FHWA). All services shall be subject to the approval of the Department through its designated representatives.

Upon receipt of a written notice from the Consultant of completion of the services, the Department will make a review to determine if all services specified in the Agreement have beensatisfactorily completed. If all services have been satisfactorily completed, the Department will make final acceptance. The Consultant will be notified of final acceptance in writing.

If the review discloses that any services, in whole or in part, are incomplete or unacceptable, the Consultant shall immediately correct the deficiency. Upon completion orcorrection of the services, another review will be made that will constitute the final review. In such event, providing the services are complete and acceptable, the Department will make the final acceptance and the Consultant will be notified of final acceptance in writing.

When final acceptance has been duly made by the Department, the Consultant shall submit a final estimate voucher. Except as provided for in Section 17, any disputes or claims between the Consultant and the Department or between the Consultant and any subconsultant shall have been resolved prior to the final estimate being submitted. Upon review and approval of the final estimate voucher by the Department, the Consultant will be paid the entire sum due after previous payments are deducted and other amounts are retained or deducted under the provisions of the Agreement. Final payment will become due and the final estimate paid within sixty (60) calendar days after approval of the final estimate voucher. The Department will notify

the Consultant in writing when the final payment is made. Payments shall be subject tocorrection at the time of the final audit.

15. CLAIMS FOR ADDITIONAL TIME OR COMPENSATION: Claims for services not clearly authorized by this Agreement, or not ordered by the Department by prior written authorization, shall not be paid, nor shall any additional time be granted to complete the services.The Consultant shall notify the Department in writing, and wait for written approval, before it begins providing services not previously authorized. If such notification and approval is not given or the claim is not properly documented, the Consultant shall not be paid the extracompensation, nor be granted any additional time. Proper documentation alone shall not provethe validity of the claim. If the claim is found to be valid, it shall be allowed and paid for in accordance with the terms of a supplemental agreement.

16. AGREEMENT MODIFICATION: The Department may, at any time, by written order, make any changes in this Agreement which either increase or decrease the services hereunder. Ifsuch change causes an increase or decrease in the cost of or the time required for performance of this Agreement, an equitable increase or decrease in consideration may be made and this Agreement shall be modified in writing by a Supplemental Agreement between the Department and the Consultant. The Supplemental Agreement shall set forth the proposed changes in services, extension of time for completion and adjustment of the compensation, including net fee,to be paid the Consultant, if any. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in this Agreement, but nothing in this section shall excuse the Consultant from promptly and diligently proceeding with the prosecution of the services so changed.

17. DELAYS: If the services provided for under this Agreement should be delayed due to factors or conditions beyond the control of the Consultant and through no fault or negligence on its part, the Consultant may apply in writing for an extension of time and/or an adjustment in compensation. This request shall be accompanied by substantiating data to justify any extension of time and/or adjustment in compensation. If, in the opinion of the Commissioner of Highways or his duly authorized representative, a delay due to factors and conditions beyond the Consultant's control is justified, the Consultant may be granted an extension of time and/or adjustment in compensation.

18. DISPUTES: Any contractual claim in connection with the services provided, whether for money or other relief, not disposed of by mutual agreement shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such a claim shall have been given at the time of the occurrence or beginning of the services upon which the claim is based. Submission of a notice of claim as specified shall be mandatory. Failure to submit such a notice shall be a conclusive waiver of such claim by the Consultant. An oral notice or statement will not be sufficient nor will a notice or statement after the event.

At the time of occurrence or prior to providing the services, the Consultant shall furnish the Department an itemized fee proposal for which additional compensation will be claimed. TheConsultant shall keep a separate record of actual cost for the services. Failure on the part of the Consultant to afford the Department proper records of actual costs will constitute a waiver of a

claim for such extra compensation except to the extent that it is substantiated by the Department's records. The filing of such notice by the Consultant and the keeping of cost recordsby the Consultant shall in no way establish the validity of a claim. The data furnished by the Consultant shall be subject to a complete audit by the Department or its authorized representativeif they are to be used as a basis for claim settlement.

Upon completion of the Agreement, the Consultant may, within sixty (60) days from the date of final payment, submit to the Department a written claim for the amount he deems he is entitled to under the Agreement. The final payment date shall be that date set forth in a letterfrom the Department to the Consultant at the time the final estimate is submitted to the Fiscal Division for vouchering. The claim shall set forth the facts upon which the claim is based. The Consultant shall include all pertinent data and correspondence that may substantiate the claim. Within ninety (90) days from receipt of the claim, the Department will make an investigation andnotify the Consultant of its decision.

If the consultant is dissatisfied with the decision, he shall notify the Commissioner in writing within thirty (30) days from receipt of the Department's decision that he desires toappear before him, whether in person or through counsel, and present additional facts and arguments in support of his claim. The Commissioner will schedule and meet with the Consultant within thirty (30) days after receiving the request. Within forty-five (45) days from the date of the meeting, the Commissioner will investigate the claim, including the additional facts presented, and notify the Consultant in writing of his decision. If the Commissioner deems that all or any portion of a claim is valid, he shall have the authority to negotiate a settlementwith the Consultant subject to the provisions of Section 2.2-514 of the Code of Virginia 1950 as amended. If dissatisfied with the decision, the Consultant shall be entitled to institute judicial review if such action is brought within six months of receipt of the Commissioner's written decision. Any civil action by the Consultant shall be subject to the provisions of Section 2.2-4363 (D) of the Code of Virginia (1950), as amended.

Upon completion of the final audit, the Consultant may, within sixty (60) days from the date of receipt of the final audit letter from the Department, submit to the Department a written claim for the amounts he disputes in the final audit. The dispute resolution process will be the same as outlined above for claims.

Any monies that become payable as the result of claim settlement after payment of the final estimate or final audit dispute resolution will not be subject to payment of interest unless such payment is specified as a condition of the claim settlement.

19. CONFLICTS OF INTEREST: No member of or delegate to the Congress of the United States shall be entitled to any share or part of this Agreement or to any benefit arising therefrom. The Consultant shall not engage the services of any person employed by the Department on any services covered by this Agreement without written permission of the Department. Written permission will not be granted for any employee having official responsibility, as that term is defined in Section 2.2-4368 of the Code of Virginia, who dealt in an official capacity with the Consultant concerning procurement during his employment or for a period of one year from cessation of employment by the Department unless the employee or former employee provides

written notification to the Department and receives written permission prior to commencement of employment by the Consultant. Any violation of these provisions by the Consultant shall be a basis for immediate termination of this agreement for cause.

20. COVENANT AGAINST CONTINGENCY FEES: The Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than subconsultants identified in this Letter of Agreement or a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

    For breach or violation of this warranty, the Department shall have the right to void this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift,or contingent fee.

21. INSURANCE: The Consultant shall furnish the Department a certificate evidencing comprehensive commercial general liability insurance in an amount acceptable to the Department prior to beginning any work on the project, and agrees to maintain this amount throughout the life of this Agreement.

    The Consultant shall provide the Department with a certificate evidencing professional liability insurance in an amount acceptable to the Department and agrees to maintain this amountthrough the life of this Agreement.

    The Consultant shall provide the Department with a certificate evidencing worker'scompensation insurance as required by law by an insurer authorized to transact the business of worker's compensation insurance in this Commonwealth or in compliance with Section 65.2-801of the Code of Virginia (1950), as amended, and agrees to maintain this amount through the life of this Agreement.

    In the event of a non-renewal or cancellation of such required insurance coverage, thirty (30) days written notice must be given to the Department prior to such non-renewal or cancellation. Certificates evidencing insurance shall be submitted annually to the Department.

22. PROGRESS SCHEDULE AND REPORTS: The Consultant shall furnish the Department aschedule of progress which it proposes to follow throughout the term of this Agreement. No services shall commence until such schedule has been approved in writing by the Department. The schedule shall indicate starting and completion times of each significant task for each major element of this Agreement, and shall have the capability of indicating the proposed percentage ofcompletion at any point for each element, if so required by the Department.

    The Consultant shall submit a monthly progress report in a format acceptable to the Department.

23. PLANS AND REPORTS: Plans and reports shall be completed and delivered to the Department according to the progress schedule or as otherwise directed, in a format acceptable tothe Department.

24. CORRECTION OF ERRORS: The Consultant shall check for accuracy any reports, and thedesign, drafting and details of final plans prior to submission. The Consultant will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse the Department for any costs incurred. Acceptance of the plans or reports by the Department shall not relieve the Consultant of the responsibility of subsequent correction of errors.

Costs incurred by the Consultant in correcting errors in the plans or reports and reimbursing the Department for costs incurred by the Department as a result of such error shallbe maintained in a separate account. Such account shall be clearly coded and identified, and shall be subject to audit by the Department. Such costs shall not be billed to the Department as adirect charge or an overhead item.

25. LIABILITY, INDEMNIFICATION, STANDARD OF PERFORMANCE: The Consultant shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Consultant shall indemnify, defend and hold harmless the Commonwealth of Virginia, the Department, its officers, agents and employees from and against any and all damages, claims, suits, judgments, expenses, actions andcosts of every name and description caused by any negligent act or omission in the performance by the Consultant, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

The Consultant shall also be liable for all damages, costs and additional expense incurred by the Department, including but not limited to damages, costs and expenses resulting from claims brought against the Department by the construction contractor(s), caused by the failure of the Consultant to perform the services with the same degree and standard of care and skill normally expected of and provided by consultants in the performance of the same or similar services.

Acceptance of the services by the Department shall not waive any of the rights of the Department contained in this section nor release or absolve the Consultant from any liability, responsibility or duty contained herein.

26. TERMINATION: This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing and signed by the parties.
b. By the Department without cause, in whole or in part, at any time, with fifteen (15) days advance notice in writing, by the end of which period the Consultant shall have discontinued all services and shall have delivered to the Department all reports,

records, drawings, field notes, plans and other data completed or partially completed, which shall become and remain the sole property of the Department. The Departmentreserves the right to terminate this Agreement without the fifteen (15) days advance notice in the event the Consultant avails itself of the Federal or State BankruptcyLaws or merges with or spins off from an entity. The Department's decision is not subject to review.

c. By the Department without advance written notice, due to the failure of the Consultant to perform the services or fulfill its obligation(s) under this Agreement, in which case the Department may take over the services and prosecute the same to completion by further agreement or otherwise, and the Consultant shall be liable tothe Department for any excess cost occasioned to the Department thereby.

d. By failure of the General Assembly to appropriate, or the Commonwealth Transportation Board to allocate, sufficient funds to continue the services, in which event the Agreement will terminate upon depletion of the then currently appropriated or allocated funds.

27. ASSIGNMENT AND SUBCONTRACTING: This Agreement, being intended to secure thepersonal services of the individuals constituting the firm which is a party to this Agreement and referred to collectively as "the Consultant," shall not be assigned, subcontracted or transferred without consent of the Department in writing. This Agreement shall inure to the benefit of and shall be binding upon the personal representatives and legal successors of the respective parties hereto. Nothing contained in this Agreement is intended or shall be construed to inure to the benefit of any person or entity other than the parties hereto and their legal successors.

The Consultant shall not subcontract or assign all or any part of the services provided under this Agreement, except as expressly stated in this Agreement, without the prior written approval of the Department. Such consent to subcontract, assign or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement. The Consultant is fully responsible for the satisfactory completion of all subcontracted services. Subcontracts shall include all provisions of this Agreement, except that retainage need not be withheld on subcontracts, and the Consultant shall be responsible for seeing that these provisions are complied with. No subcontracting by a subcontractor is allowed without prior written approval of the Department.

28. PAYMENT TO SUBCONTRACTORS: In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the Department, or shall notify the Department and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment.

In the event payment is not made as noted, the Consultant shall pay interest at the rate of one percent per month to the subcontractor, unless otherwise provided in this Agreement, on all amounts that remain unpaid after seven (7) days except for the amounts withheld according to this Agreement.

The Department does not require retainage to be withheld by the Consultant on any subcontracts. If the Consultant elects to withhold retainage on subcontracts, prompt payment of the retainage shall be made to the subcontractors within the later of 60 days after the final billing is received by the Consultant from the subcontractor or the satisfactory acceptance of theservices by the Department. The Department will notify the Consultant and the subcontractor in writing when the services have been satisfactorily accepted. If the retainage is not promptly paid,the Consultant shall notify the Department and the subcontractor in writing as to the reasons for not making payment.

These same requirements shall be included in each subcontractor agreement and shall be applicable to each lower-tier subcontractor.

29. CONSULTANT RELATIONSHIPS TO CONTRACTORS: The Consultant shall serve only in a consulting and professional capacity and is not by this Agreement authorized to be, or represent itself to be the agent or servant of the Department. The function, duties and responsibilities of the Consultant with respect to any contractor employed by the Department in connection with a project shall be consistent with the preceding sentence, and in no case shall theConsultant assume any of the obligations of the Department to any contractor. The Consultant shall refer any questions from a contractor to the Department. Any Consultant employee who is assigned a VDOT email account shall identify the name of the firm under which they are employed in the signature block and shall clearly indicate that they are not employees of VDOT.

In addition, while attending any meetings for assignments under this contract, the Consultant employee(s) shall introduce themselves as a Consultant to VDOT while also noting the name of the company they are employed with. For the avoidance of doubt, in no instance, shall the Consultant employee(s) identify themselves as VDOT.

30. COMPLIANCE WITH LOBBYING RESTRICTIONS (This section only applies to agreements using federal funds.): By signing this Agreement, the Consultant certifies that:

a. Since promulgation of the federal requirements implementing Section 1352 of Title 31, U.S.C. (PL 101-121, Section 319) entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.”, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan,the entering into of any cooperative agreement, and the extension, continuation,renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard

Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with itsinstructions; and

c. The Consultant shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.

31. RECORDS: The Consultant and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Consultant’s offices at all reasonable times and will be subject to audit and inspection by the Department or any authorized representatives of the Federal Government.

Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the Consultant and the subcontractor and forthree years after written acceptance by the Consultant, for audit and inspection by the Department or any authorized representatives of the Federal Government. It shall be the Consultant’s responsibility to notify the Department, in writing, of the completion of that subcontractor’s portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the Consultant’s liability forany costs not supported by the proper documentation for the subcontractor’s phase of theservices. Final payment for the subcontractor’s phase of the services will be made after total costs are determined by the final audit of the subcontractor.

32. INTELLECTUAL PROPERTY RIGHTS: All rights in intellectual property developed or created pursuant to this Agreement shall be the sole property of the Department. “Intellectual property” includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds and chemicals), and all creations subject to the U.S.Copyright Act of 1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases).

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the Department. Neither party intends anycopyrightable material created pursuant to this Agreement, together with any other copyrightablematerial with which it may be combined or used, to be a “joint work” under the copyright laws.If the whole or any part of any such copyrightable material cannot be deemed work made for hireor is deemed a joint work, the Consultant agrees to assign, and does hereby irrevocably assign,its entire copyright interest therein to the Department and shall execute and deliver such further documents as the Department may reasonably request for the purpose of acknowledging or implementing such assignment.

The Consultant warrants that no individual, other than regular employees of the Consultant or the Department working within the scope of their employment, shall participate in the creation of any intellectual property pursuant to this Agreement unless such individual andhis or her employer, if any, have signed an intellectual property agreement satisfactory to the Department.

The Department shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Agreement. The Consultant shall not patent any invention conceived in the course of performing this Agreement.

The Consultant hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the Department, the remedies of the Consultant shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this Agreement by the Department shall have the effect of rescinding the provisions of this section.

33. OWNERSHIP OF DOCUMENTS: All documents, in electronic and/or hard copy format, which for purposes of this Agreement is defined to include but not be limited to, reports, plans, subject data ("subject data" is defined as all information, whether or not copyrighted, that is compiled or delivered or specified to be compiled or delivered under this Agreement), drawings, studies, specifications, memoranda, estimates and computations secured by and for the Consultant in the prosecution of this Agreement, shall become and remain the property of the Department upon termination or completion of the work. The Department shall have the right to use such documents for any public purpose without compensation to the Consultant, other thanas hereinafter provided. If the Department uses the documents for a purpose other than forwhich this Agreement has been executed, such use shall be at the risk of the Department.

Except for its own internal use, the Consultant shall not publish or reproduce documents, in whole or in part, in any manner or form, nor shall the Consultant authorize others to do so without the written consent of the Department.

The Department reserves the right to publish initially all documents. The Consultant shall not release or publish any documents without the prior written approval of the Department. Neither the Consultant, nor any subcontractor or any agents, employees or subcontractors thereof, shall publish, participate in the publication of, or make oral presentations regarding any documents, information or material relating to this project, either during or after the term of this Agreement, without specific prior written approval of the Department. Any releases to the news media must be approved by and released through the Department.

The terms of this section shall be expressly included in any third-party agreement enteredinto by the Consultant or by any subcontractor, agents, employees or subcontractors thereof.

34. PUBLICATION PROVISIONS: No documents produced as part of this Agreement, and in whole or part with public funds, shall be copyrighted by the Consultant. When the project uses federal funds, any final report shall contain the following:

a. An acknowledgment, "Prepared in cooperation with the U.S Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation";
b. A disclaimer, "The contents of this report reflect the view of the Consultant who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway

Administration or the Virginia Department of Transportation. This report does notconstitute a standard, specification or regulation";

c. A statement, if published by either the Department or the Consultant, giving credit toall participating agencies.

In the event the Department does not subscribe to the conclusions of the report, the following statement shall be added: "The opinions, findings, and conclusions expressed in this publication are those of the authors and do not necessarily represent those of the Virginia Department of Transportation."

The terms of this section, shall be expressly included in any third-party agreemententered into by the Consultant or by any subcontractor, agents, employees or subcontractors thereof.

35. STAFFING BY CONSULTANT: The control and supervision of all phases of the services provided by the Consultant shall be under the direction of Project Manager. The Project Manager shall manage the services provided under this Agreement until all services have been completed.

Furthermore, the Consultant shall not change or substitute any Key Personnel including those identified in Consultant's Expression of Interest except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved bythe Department. If extenuating circumstances as listed above require a change, the Consultant shall submit in writing to VDOT's Project Manager, who, in his/her sole discretion, will determine whether to authorize a change, with it being understood and agreed that the Consultantwill provide the Department at least thirty (30) days written notice of any request wherever practical. The Department will have the right to review the qualifications of each individual proposed as a replacement and to approve or disapprove such individual prior to the commencement of any work by such individual. The individual proposed as a replacement shall be equally or more qualified than the Key Personnel that is being replaced. The Consultant acknowledges that the discretionary reassignment of a Key Personnel to another project of the Consultant is not considered extenuating circumstance and will not be permitted. Furthermore, the the Department has a reasonable objection to such person. Unauthorized changes to the Consultant's Team at any time during the contract may result in termination of services. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration ofthe Contract.

If the services covered by this Agreement include the practice of architecture, professional engineering, land surveying or certified landscape architecture, the Consultant or subcontractor shall have in responsible charge at each place of business a full-time resident Virginia licensed architect, professional engineer, land surveyor or certified landscape architect exercising supervision and control of the services of each profession being practiced.

A competent staff, adequate in number and experience to perform the described services in the prescribed time, shall be assigned at all times.. The Consultant shall furnish the number of

Personnel as identified in each Annual Work Plan or as may be authorized and directed by the Department. (Use this language for all contracts that require Annual Work Plans.). [The name, title and experience record of key staff members subsequently assigned shall be reported as such assignments are made. Use this language for all contracts that do not require Annual Work Plans.)

If the services covered by this Agreement includes the application of guardrails and guardrail terminal treatments, a staff member that has satisfactorily completed training approved by the Department in the application of these devices, shall be assigned to perform the described services. Approved training course shall be completed prior to the initiation of the described services with the training being renewed every three (3) years. Approved training coursesinclude, but are not limited to: Guardrail Installer Training (GRIT) for Designers offered by the Department; AASHTO Roadside Design Guide conducted by the Federal Highway Administration; or Design, Construction and Maintenance of Highway Safety Appurtenancesand Features conducted by the Federal Highway Administration. (Use this language for all contracts that requireAnnual Work Plans)]

[Furthermore, the Consultant shall ensure efficient utilization of consultant personnel assigned to the project and allocate personnel only at times that are necessary to complete the assigned tasks so as not to burden the Project. (Use this language for all contracts that require Annual Work Plans)].

36. CONFERENCES: The Department shall hold an initial conference at a place and time selected by the Department, for the purpose of reviewing the Consultant's schedules, procedures,methods and the clarification of any ambiguities that may then exist. A principal of the Consultant and the Consultant's project manager shall attend the conference.

Progress conferences will be held periodically. The Consultant will prepare and present written information and studies to the Department so it may evaluate the features and progress ofthe services being provided. Either party may request a conference be held at the office of the requesting party or at a place designated by the Department. Conferences may also be held to inspect the Consultant's services to date at the request of the Department.

37. LIAISON WITH CONSULTANT: The Department may assign and maintain one or more representatives on this Agreement at no cost to the Consultant. These representatives shall work in close cooperation with the Consultant to ensure a thorough understanding of all methods and procedures employed by the Consultant. The Consultant shall make such records, procedures and methods related to this Agreement available to these representatives as may be requested.

The Department reserves the right to make such reviews from time to time as it maydeem necessary or desirable and to maintain proper liaison.

38. COORDINATION: The Consultant shall coordinate all plan development with the Department to ensure compatibility with programmed and planned road improvement projects in the Agreement area.

39. TESTIMONY: In the event that the testimony of the Consultant is required in any legal proceeding in connection with claims brought against or prosecuted by the Department, the Consultant agrees to appear as a witness on behalf of the Department. Payment for appearance will be based on the approved current hourly salary rate and daily per diem rate for each eight- hour day's preparation for, or attendance in, court and one-fourth of this sum for each two hours or fraction thereof.

40. NOTICE TO PROCEED: Work to be performed by the Consultant under this Agreement shall begin within five (5) days after receipt of official notice from the Department to proceed. Written notice to proceed will be given by the Department prior to any work being done on any element of this Agreement. The Department will not be responsible for payment for services performed in advance of such notice.

41. CONTINGENCY: On Agreements containing a contingency, the contingency shall not be used without written permission of the Department. The additional services provided under the contingency shall not begin until an agreement has been reached with the Department on the man-hours and costs required to perform the services. If services are provided under the contingency prior to an agreement being reached with the Department regarding man-hours and costs, only those man-hours and costs determined to be necessary and reasonable by the Department will be reimbursed.

42. DRUG-FREE WORKPLACE: During the performance of this contract, the Consultantagrees to:

a. Provide a drug-free workplace for the consultant's employees;
b. 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 prohibitedin the consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
c. State in all solicitations or advertisements for employees placed by or on behalf of theconsultant that the consultant maintains a drug-free workplace; and
d. Include the provisions of the foregoing clauses in every subcontract or purchase orderof over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performanceof work done in connection with a specific contract awarded to a consultant, 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 thecontract.

43. eVA ELECTRONIC PROCUREMENT: By accepting and performing this contract, the Consultant agrees that it is subject to an eVA registration and transaction fee established by the Department of General Services (DGS) which will be invoiced to your company by DGS following the submittal of the first Consultant Estimate Voucher for payment. For further

information on eVA registration and transaction fees refer to the following website; http://www.eva.state.va.us.

44. CRITICAL INFRASTRUCTURE INFORMATION/SENSITIVE SECURITY INFORMATION (CII/SSI):

Contract documents or project material containing CII/SSI in whole or in part are subject to the terms of this Section and comply with the requirements of CII/SSI Guide. This guide can be located at; http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp.

Consultants shall be responsible for safeguarding Critical Infrastructure/Sensitive Security Information (CII/SSI) (as defined in the VDOT CII/SSI Policy) in their custody or under their control. Individuals are responsible for safeguarding CII/SSI entrusted to them. The extent of protection afforded CII/SSI shall be sufficient to reasonably foreclose the possibility of its loss or compromise.

Consultants shall ensure that all employees using this information are aware of theprohibition against disclosing CII/SSI in any manner (written, verbal, graphic, electronic, etc.) that permits interception by unauthorized persons.

Consultants shall protect CII/SSI at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it. Each person who works with protected CII/SSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.

The use and storage of CII/SSI shall conform to the following guidelines: During working hours, reasonable steps shall be taken to minimize the risks of access to CII/SSI by unauthorized personnel. After working hours, CII/SSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where contract security is provided.

The reproduction of CII/SSI documents or material containing CII/SSI shall be kept tothe minimum extent necessary consistent with the need to carry out official duties. The reproduced CII/SSI material shall be marked and protected in the same manner as the original material.

Material containing CII/SSI shall be disposed of by any method that prevents unauthorized retrieval. (e.g. shredding, burning, returning to original source, etc.)

CII/SSI shall be transmitted only by US first class, express (US Postal, FedEx, UPS, etc.),certified or registered mail, or through secure electronic means.

The portions of the documents that are marked as CII/SSI are not subject to disclosure under Code of Virginia §2.2-3705.2, and may not be released except with written permission from VDOT. Unauthorized release or reproduction of these documents may result in civilpenalty or other legal action.

By copying, downloading, or receiving a copy of any documentation containing CII/SSI, or any part thereof, the Consultant or any other recipient acknowledges and agrees to the terms of this Section and will advise any individual using these documents, or any part thereof, that they too shall be responsible for safeguarding the CII/SSI in their custody or under their control. All costs associated with performing these CII/SSI requirements are the responsibility of the prime consultant.

In the event of loss, suspected loss or compromise of any VDOT CII/SSI material, the Consultants having possession of the said CII/SSI material will immediately upon having knowledge of the loss, suspected loss or compromise of any VDOT CII/SSI material, notify the VDOT project manager. If the loss is a result of a theft or suspected theft, of either the actual CII/SSI material or any device containing or storing CII/SSI material, the Contractor/Consultant will immediately file a report with a law enforcement agency having jurisdiction and forward a copy of the report to the VDOT project manager.

Consultants shall include the terms of this Section and comply with the CII/SSI Guide, in any further dissemination of any contract documents or project materials containing CII/SSI in whole or in part, and in all subcontracts awarded under this contract.

45. SECURITY REQUIREMENTS and CRIMINAL HISTORY RECORD CHECK:

A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS) and when required through the Virginia Capitol Police, shall be required of all employees of the prime consultant and all subconsultants for work conducted at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).

All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information or to agree to non-disclosure of VDOT critical, sensitive or personal information and pass a fingerprint-based CHRC.

All costs associated with the fingerprint-based CHRC are the responsibility of the prime consultant.

A VDOT issued photo-identification badge is required for each employee of the prime consultant or any sub-consultant who will be performing work at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).

Based upon the results of the fingerprint-based CHRC, VDOT reserves the right to deny access to CII/SSI material and issuance of a VDOT security clearance and a VDOT issued photo-identification badge. Upon denial, there are no available appeals.

Consultants shall return all VDOT access identification badges on the day any employee is no longer assigned to VDOT's premises/work and upon contract expiration. The Consultant shall notify VDOT Project Manager within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Project Manager that access identification badge has been lost, stolen or damaged may be cause for debarment. See: Commonwealth of Virginia, Vendor's Manual Section 7.20.

Consultants shall be responsible for notifying the PSS whenever an employee or subcontractor employee is charged with any criminal violation. Notification shall be made no later than the next regular business day of finding.

Consultants shall include the terms of this Section, in any further dissemination of any contract documents in whole or in part, and in all subcontracts awarded under this contract.

46. CONTRACT CONFIDENTIALITY: The Consultant and its employees while providing services under the subject contract may have access to sensitive records and/or information, by virtue of working on a project or being co-located with VDOT. These records and/or information are to be considered confidential and proprietary; VDOT is the owner and custodian of this information. Any information and/or records that the Consultant has access to while providing services under this contract, shall be held in confidence and shall not be used other than for the purposes of providing services to VDOT under this Contract. The Consultant and its employees shall not engage in any activities that may give the Consultant any competitive advantage for future contracts or that may cause a real or perceived conflict of interest. All Consultant employees co-located with VDOT at any VDOT offices, or a project office, irrespective of the period of co-location, shall sign the Confidentiality Certification (to be provided by VDOT).

Unless ordered by a court of competent jurisdiction, or demanded by the Virginia Attorney General's Office, or otherwise required by law, the Consultant and its employees shallnot divulge any confidential information to any entity or person outside of VDOT, includingbut not limited to the media, or any member of the public, without the prior permission of VDOT. Confidential information exchanges may have to be conducted as necessary and appropriate between the project team and VDOT to perform assigned tasks under the subject Contract; provided that the Consultant and its employees shall only communicate such information with individuals who are similarly obligated to VDOT under a confidentiality agreement and/or certification.

In the event of any unauthorized disclosure of such confidential information, VDOT reserves the right to take any necessary actions including but not limited to terminating the subject contract and precluding the Consultant and its employee(s) from working on any existingand/or future contracts with VDOT.

EXHIBIT 1

USDOT 1050.2AAPPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter,"DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part ofthis contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shallnot discriminate on the grounds of race, color, or national origin in the selection and retention ofsubcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or nationalorigin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall imposesuch contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the

USDOT 1050.2AAPPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscriminationstatutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, And resulting agency guidance, national origin discrimination includes discrimination because ofLimited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonablesteps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Nondiscrimination Provision

Federally Funded Projects
Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e). Title VI of the Civil Rights Act of 1964 declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and activities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments, agencies, and sub recipients to take action to carry out this policy. Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHW A 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200,230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.540 through 51.546 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

Commonwealth of Virginia
Office of the Governor

Executive Order

NUMBER SIXTY-ONE (2017)

EXECUTIVE ACTION TO ENSURE EQUAL OPPORTUNITY AND ACCESS FOR ALL VIRGINIANS IN STATE CONTRACTING AND PUBLIC SERVICES

Importance of the Initiative

Virginia's founding creed is that all people "are by nature equally free and independent," and that they share the inherent rights to "the enjoyment of life and liberty, with the means of acquiring and possessing property, and pursuing and obtaining happiness and safety." (Virginia Declaration of Rights, Section 1 (1776)). Indeed, it is the very function of our government to ensure these rights to all Virginians.

Our modern society is more reflective of this fundamental belief than ever before. Virginia today welcomes people from across the globe, of every background, to join in building a prosperous and free society. The work of my administration has been committed to this end of building a new Virginia economy—an economy that embraces the diverse world in which we live.

Recent events have demonstrated the negative effects of allowing prejudice, while also showing the positive growth that comes from an open and inclusive state government. States and localities that have promoted discriminatory laws are seeing businesses abandon development projects. States and localities that have pursued more inclusive policies have reaped the benefits of businesses expanding and relocating to their jurisdictions. Companies with whom Virginia does business, including those critical for building a new Virginia economy with high-paying jobs, have increasingly implemented their own policies prohibiting discrimination based on sexual orientation and gender identity. The global economy in which Virginia must compete demands a dynamic workforce that is competitive, diverse, and educated.

Additionally, federal procurement policy prohibits federal contractors from discrimination based on sexual orientation and gender identity. Federal contractors have thus already changed their internal policies and practices accordingly and are unlikely to reverse course, even if the federal requirement is adjusted. Many federal contractors also deliver services to the Commonwealth. Current procurement policy in Virginia is not sufficiently

aligned with these non-discrimination policies to promote economy and efficiency in state procurement. Having Virginia policy align with this federal non-discrimination policy will not only further my administration's goal of building a more diverse, open, and welcoming Virginia, but also will give uniformity to contractors that serve many government entities, resulting in economic benefits to Virginia taxpayers.

Accordingly, by the power vested in me as the Chief Executive by Article V of the Constitution of Virginia and the laws of the Commonwealth, I hereby order the following:

I. Require future state contracting to require prohibitions on discrimination in employment, subcontracting, and delivery of goods and services, including discrimination based on sexual orientation or gender identity.

It is hereby ordered as the policy of the Executive Branch that it will only contract with those who abide by the non-discrimination policies set forward in Executive Order 1 (2014), namely that discrimination on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status is prohibited.

All Executive Branch entities are ordered to include in their procurement contracts valued over $10,000 a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. They must also include a term that the contractor will include the same requirements in every subcontract or purchase order over $10,000, so that the same provisions will be binding upon each subcontractor or vendor on state procurement contracts. This requirement shall not apply to procurements that have, as of the date of this Order, already progressed to a stage at which changes in contract requirements would materially and adversely impact the completion of a procurement contract. Specific contracts with certain private child-placing agencies pursuant to § 63.2-1709.3 may also be exempted from this requirement.

The Department of General Services and the Virginia Information Technologies Agency are directed to promulgate appropriate policies and regulations to require the same, including consideration of any other applicable laws or regulations. They are also directed to impose appropriate sanctions under the Virginia Public Procurement Act, including but not limited to termination of the contract and debarment from state contracting for any violations of this contract term.

II. Prohibit discrimination, including that based on sexual orientation or gender identity, in the provision of state services.

Building on the requirements of Executive Order 1 (2014), I hereby order that no state employee or agent within the Executive Branch may engage in discrimination in the provision of public services based on race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. Any state employee or agent who engages in such discrimination will be subject to appropriate disciplinary action.

The Department of Human Resource Management is directed to promulgate appropriate policies in the Commonwealth's Standards of Conduct to implement these requirements in accordance with any other applicable laws and regulations.

No Third-Party Rights Created

This Executive Order is intended to provide direction for Executive Branch entities and does not create any rights or remedies enforceable by third parties.

Effective Date of the Executive Order

This Executive Order shall become effective upon its signing and shall remain in full force and effect until amended or rescinded by further executive order.

Given under my hand and under the Seal of the Commonwealth of Virginia this 5th Day of January, 2017.

_____
Terence R. McAuliffe, Governor

Attest:

_____
Kelly Thomasson, Secretary of the Commonwealth

June 22, 2015

VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR CONSULTANT PROJECTS

Use of Disadvantaged Business Enterprises (DBEs) for Project Specific Consultant Projects

A. Disadvantaged Business Enterprise (DBE) Program Requirements

Any Consultant, subconsultant, DBE firm, and contract surety involved in the perlormance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 o(the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations, and the Virginia Department of Transportation's (VDOT or the Department) DBE Program rules and regulations in accordance with this Special Provision.

For the purposes of this provision, Consultant is defined as any individual, partnership, corporation, or Joint Venture that formally submits a Statement of Qualification or Proposal for the work contemplated there under; Consultant is defined as any individual, partnership, or Joint Venture that contracts with the Department to perform the Work; and subconsultant is defined as any supplier, nianufacturer, or subconsultant performing work or furnishing rnaterial, supplies or services to the contract. The Consultant shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subconsultant having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements as outlined in this Special Provision, the Consultant, for itself and for its subconsultants and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal DBE Program and State legal requirements. By· submitting a Proposal on this contract, and by accepting and executing this contract, the Consultant agrees to assume these contractual obligations and to bind the Consultant's subconsultants contractually to the same at the Consultant's expense.

The Consultant and each subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and perlormance of this contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Consultant exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated in F of this provision and current at the time of the proceedings. Where applicable, the Department will notify the Consultant of any changes to the appeal requirements, processes, and procedures after receiving notification of the Consultant's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

B. DBE Certification

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Small Business and Supplier Diversity (SBSD) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Small Business and Supplier Diversity's website: *http://www.sbsd.virginia.gov.*

C. DBE Program-Related Certifications Made by Offerors/Consultants

By submitting a Proposal and by entering into any contract on the basis of that Proposal, the Offeror/Consultant certifies to each of the following DBE Program-related conditions and assurances:

1. That the Offeror/Consultant agrees to comply with the project construction and administration obligations of the USDOT DBE Program, 49 CFR Part 26 as amended, and the Standard Specifications setting forth the Department's DBE Program requirements.

2. Consultant shall comply fully with the DBE Program requirements in the execution and performance of the contract. Consultant acknowledges that failure to fulfill the DBE subcontracting commitments made may result in sanctions being invoked for noncompliance.

3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The Consultant certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The Consultant further certifies that the Consultant shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a Consultant and a DBE whereby the DBE promises not to provide quotations for performance of work to other Consultants are prohibited.

4. Consultant shall make good faith efforts to obtain DBE participation in the proposed contract at or above the goal. The Offeror shall submit a written statement as a part of its Statement of Qualifications and/or Proposal indicating the Offeror's commitment to achieve the minimum requirement related to DBE goal indicated in Request for Qualification (RFQ) and/or Request for Proposal (RFP) for the entire value of the contract. The Offeror, by signing and submitting its Proposal, certifies the DBE participation information that will be submitted within the required time thereafter is true, correct, and complete, and that the information to be provided includes the names of all DBE firms that will participate in the contract, the specific work that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE.

5. Offeror further certifies, by signing its Proposal, it has committed to use each DBE firm listed for the work specified to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the Proposal, the Offeror certifies that good faith efforts will be made on work that it proposes to sublet; and that it will seek out and consider DBE firms as potential subconsultants. The Consultant shall, as a continuing obligation, contact DBE firms to solicit their interest, capability, and prices in sufficient time to allow them

to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts.

6. Once awarded the contract, the Consultant shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBE firms at or above the amount or percentage of the dollar value specified in the proposal documents. Further the Consultant understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Consultant's own forces or those of an affiliate of the Consultant without the prior written consent of Department as set out within the requirements of this Special Provision.

7. Once awarded the contract, the Consultant shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBE firms. The designation and identity of this officer needs to be submitted only once by the Consultant during any 12 month period.

8. Once awarded the contract, the Consultant shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work with the DBE firm's own forces and equipment under the DBE firm's direct supervision, control, and management. Where a contract exists and where the Consultant, DBE firm, or any other firm retained by the Consultant has failed to comply with federal or Department DBE Program requirements, the Department has the authority and discretion to determine the extent to which the DBE contract regulations have not been met, and will assess against the Consultant any remedies available at law or provided in the contract.

9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the Consultant, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original Consultant in accordance with the requirements of this specification.

D. DBE Program Compliance Procedures

The following procedures shall apply to the contract for DBE Program compliance purposes:

1. **DBE Goal, Good Faith Efforts Specified:** At the time of the submittal of the Expression of Interest, the Offeror will include form C-48 PSC. This form represents the Consultants solicitation of subconsultants to be used for the contract to meet the DBE goal.

   If, at the time of submitting the Expression of Interest, the offeror knowingly cannot meet or demonstrate good faith efforts in meeting the required DBE contract goal, form C-49 PSC shall be submitted.

   Upon completion of negotiation, Form C-111 shall be submitted electronically or may be faxed to the Department, but in no case shall the offeror's Form C-111 be received later than two business days after the negotiated contract value has been determined. A revised Form C-48 must be received within ten (10) business days after the negotiated contract value has been determined.

   If, at the time of submitting its offer, the offeror knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 PSC exhibiting the DBE participation it commits to attain. The offeror shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the negotiated contract value.

The top-ranked offeror must submit its properly executed Form C-112, Certification of Binding Agreement, with the C-111 two business days after the negotiated contract value has been determined. DBE offerors responding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBE firms as subconsultants.

If, after review of the selected Offeror, the Department determines the DBE requirements have not been met, the selected Offeror must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Department within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

If the most highly qualified (top-ranked) firm does not meet the goal or demonstrate a good faith effort, the Department may terminate negotiations and initiate negotiations with the number two-ranked firm.

2. **Good Faith Efforts Described:** Department will determine if Consultant demonstrated adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE firm participation sufficient to meet the DBE Program requirements and DBE Goal.

   Good faith efforts may be determined through use of the following list of the types of actions the Consultant may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

   (a) Soliciting through reasonable and available means, such as but not limited to, at pre-proposal meetings, advertising, and written notices to DBE firms who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. DBE firms shall have no less than five (5) business days to reasonably respond to the solicitation. Consultant shall determine with certainty if the DBE firms are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.

   (b) Selecting portions of the work to be performed by DBE firms in order to increase the likelihood that the DBE Goal will be achieved. This includes, where appropriate, breaking out work items into economically feasible units to facilitate DBE firm participation, even when the Consultant might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;

   (c) Providing interested DBE firms with adequate information about the scope and requirements of the contract in a timely manner, which will assist the DBE firms in responding to a solicitation;

   (d) Negotiating for participation in good faith with interested DBE firms;

      1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBE firms that were considered; dates DBE firms were contacted; a description of the information provided regarding the scope and requirements of the

contract for the work selected for subconsultanting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBE firms to perform the work;

2. Consultant should, using good business judgment, consider a number of factors in negotiating with subconsultants, and should take a DBE firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason for a Consultant's failure to meet the DBE goal as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a Consultant to perform the work with its own organization does not relieve the Consultant of the responsibility to make diligent good faith efforts. Consultants are not, however, required to accept higher quotes from DBE firms if the price difference can be shown by the Consultant to be excessive, unreasonable, or greater than would normally be expected by industry standards;

(e) A Consultant cannot reject a DBE firm as being unqualified without sound reasons based on a thorough investigation of the DBE firm's capabilities. The DBE firm's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, are not legitimate causes for the rejection or non-solicitation of bids in the Consultant's efforts to meet the contract goal for DBE participation;

(f) Making efforts to assist interested DBE firms in obtaining or related assistance or services subject to the restrictions contained in this Special Provision;

(g) Effectively using the services of appropriate personnel from VDOT and from SBSD; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

E. Documentation and Administrative Reconsideration of Good Faith Efforts

During Proposal Submission:

In order to award a contract to a Offeror that has failed to meet DBE contract goal requirements, the Department will determine if the Offeror's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, if the Offeror, at the time of submitting its Proposal, knowingly cannot meet or exceed the required DBE contract goal, The Expression of Interest must include Form C-49, DBE Good Faith Efforts Documentation. The Offeror shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firm's participation in the proposed work.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department's Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be

made up of Department Division Administrators or their designees, none of who took part in the initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so. The decision of the Administrative Reconsideration Panel shall be administratively final.

During Negotiation: If a Consultant is unable to attain the DBE goal as a result of negotiation with the Department, consideration will be given to an adjustment DBE goal. However the Consultant will be require to demonstrate that it made a Good Faith Effort to attain the goal.

If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts

During the Contract: If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts. If a Consultant relieves a DBE subconsultant of the responsibility to perform work under their subcontract, the Consultant is encouraged to take the appropriate steps to obtain another DBE firm to perform the remaining subcontracted work for the amount that would have been paid to the original DBE firm. In such instances, Consultant is expected to seek DBE participation towards meeting the goal during the performance of the contract.

Before the Consultant transmits to the Department its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE firm five days to respond to the prime consultant's notice. The DBE firm may respond to the Department and the prime consultant the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the prime consultant's action.

If at any point during the execution and performance of the contract it becomes evident that the remaining dollar value of allowable DBE goal credit for performing the subcontracted work is insufficient to obtain the DBE contract goal, and the Consultant has not taken the preceding actions, the Consultant and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as sufficient progress toward achievement of the DBE goal is achieved or evidenced.

Project Completion: If, at final completion, the Consultant fails to meet the DBE goal, and fails to adequately document that it made good faith efforts to achieve sufficient DBE goal, then Consultant and any prime contractual affiliates, as in the case of a joint venture, may be subject to sanctions being invoked for noncompliance.

Prior to such sanctions being invoked, the Consultant may submit documentation to the Department's designee to substantiate that failure was due solely to the elimination of the scope of work subcontracted to DBEs, or to circumstances beyond the Consultant's control and that all feasible means had been used to achieve the DBE goal. The Department's designee, upon verification of such documentation shall determine whether Consultant has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department's Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be made up of Department Division Administrators or their designees, none of who took part in the

initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so.

The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to invoke sanctions for failure to perform any or all of the responsibilities contained herein, the Department may declare the Consultant to be non-responsive with respect to renewal and future contracts to include enjoinment from responding or participating on Department procurement opportunities for a period of 180 days.

F. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE firm will be counted toward meeting the DBE goal in accordance with the **DBE Program-Related Certifications Made by Offerors/Consultant's** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.

2. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Consultant may count toward the DBE goal only that portion of the total dollar value of the subcontract equal to the distinctly defined portion of the work that the DBE firm has performed with the DBE firm's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Consultant seeks to claim the goal credit.

3. When a DBE firm subcontracts part of the work to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE firm's subconsultant is a DBE firm. Work that a DBE firm subcontracts to a non-DBE firm, or to a firm that may be eligible to be a DBE firm, but has not yet been certified as a DBE firm, will not count toward the DBE. The cost of supplies and equipment a DBE subconsultant purchases or leases from the Consultant or prime contractual affiliates, as in the case of a joint venture, will not count toward the DBE goal.

4. The Consultant may count expenditures to a DBE subconsultant toward the DBE goal only if the DBE performs a Commercially Useful Function (CUF) on that subcontract, as such term is defined in subparagraph H below.

G. Performing a Commercially Useful Function (CUF)

No credit toward the DBE goal will be allowed for payments or reimbursement of expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE firm performs a CUF when the DBE is solely responsible for execution of a distinct element of the work and the DBE firm actually performs, manages, and supervises such work with the DBE firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE firm alone must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force. The amount the DBE firm is to be paid under the subcontract shall be commensurate with the work the DBE actually performs and the DBE goal credit claimed for the DBE firm's performance.

Monitoring CUF Performance: It shall be the Consultant's responsibility to confirm that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the DBE goal, perform a CUF. Further, the Consultant is responsible for and shall confirm that each DBE firm fully performs the DBE firm's designated tasks in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this Special Provision the DBE firm's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE firm, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the Consultant or an affiliate of the Consultant.

Department will monitor Consultant's DBE involvement during the performance of the contract. However, Department is under no obligation to warn the Consultant that a DBE firm's participation will not count toward the goal.

DBE Firms Must Perform a Useful and Necessary Role in Contract Completion: A DBE firm does not perform a CUF if the DBE firm's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE firm participation.

DBE Firms Must Perform The Contract Work With Their Own Workforces: If a DBE firm does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE firm's contract with the DBE firm's own work force, or the DBE firm subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, Department will presume that the DBE firm is not performing a CUF and such participation will not be counted toward the DBE goal.

Department Makes Final Determination On Whether a CUF Is Performed: Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract. To determine whether a DBE is performing or has performed a CUF, Department will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Consultant or by employees or equipment of the Consultant shall be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated. When a DBE firm is presumed not to be performing a commercially useful function the DBE may present evidence to rebut the Department's finding. Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract.

H. Verification of DBE Participation and Imposed Damages

Within fourteen (14) days after subcontract execution between Consultant and DBE subconsultants (or subcontract execution between DBE subconsultants and DBE subconsultants), Consultant shall submit to the Department's Civil Rights Office (CRO), a copy of the fully executed subcontract agreement for each DBE firm used to claim credit in accordance with the requirements stated on Form C-111. The subcontract shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subconsultant.

The Consultant shall also furnish, and shall require each subconsultant to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The Department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the CRO within five (5) business days after the reporting period may result in delay of approval of the Consultant's scheduled payment. The names and

certification numbers of DBE firms provided by the Consultant on the various forms indicated in this Special Provision shall be exactly as shown on SBSD's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Consultant. If DBE firms are used which have not been previously documented with the Consultant's minimum DBE requirements documentation and for which the Consultant now desires to claim credit toward the contract goal, the Consultant shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE firm beginning work. Form C-63 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

Prior to beginning any major component of the work to be performed by a DBE firm not previously submitted, Consultant shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any such DBEs for which Consultant seeks DBE goal credit. Consultant shall obtain the prior approval of the Department for any assistance it may provide to the DBE firm beyond its existing resources in executing its commitment to perform the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If Consultant is aware of any assistance beyond a DBE firm's existing resources that Consultant, or another subconsultant, may be contemplating or may deem necessary and that have not been previously approved, Consultant shall submit a new or revised narrative statement for Department's approval prior to assistance being rendered.

If the Consultant fails to correctly complete and any of the required documentation requested by this Special Provision within the specified time frames, the Department will withhold payment until such time as the required submissions are received by Department. Where such failures to provide required submittals or documentation are repeated, Department will move to enjoin the Consultant and any prime contractual affiliates, as in the case of a joint venture, from responding or participating Department projects until such submissions are received.

I. Documentation Required for Semi-final Payment

Consultant must submit Form C-63 to the CRO sixty (60) days prior to date of final completion, set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the accepted creditable work. The form shall be certified under penalty of perjury, or other applicable legal requirements, to be accurate and complete. Department will use this certification and other information available to determine applicable DBE credit allowed to date by Department and the extent to which the DBE firms were fully paid for that work. The Consultant acknowledges by the act of filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract. A letter of certification, signed by both the Consultant and appropriate DBE firms, will accompany the form, indicating the amount that remains to be paid to the DBE firm(s).

J. Documentation Required for Final Payment

In anticipation of final payment, Consultant shall submit a final Form C-63 marked "Final" to the CRO, within thirty (30) days of the anticipated date of final completion, as set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the creditable work. Department will use this form and other information available to determine if Consultant and DBE firms have satisfied the DBE goal and the extent to which credit was allowed. Consultant acknowledges by the act of signing and filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract.

K. Prompt Payment Requirements

In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the Department, or shall notify the Department and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. Invoices shall be submitted no more frequently than once every 30 calendar days and not less than every 60 calendar days. Sub-consultant invoices must be submitted with 60 calendar days of receipt by the Consultant.

For purposes of this Special Provision, a subconsultant's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by Department. If Department has made partial acceptance of a portion of the contract, then Department will consider the work of any subconsultant covered by that partial acceptance to be satisfactorily completed.

Upon Department's payment of the subconsultant's portion of the work as shown on the application for payment and the receipt of payment by Consultant for such work, the Consultant shall make compensation in full to the subconsultant for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subconsultant's portion of the work shall mean the Consultant has issued payment in full, to the subconsultant for that portion of the subconsultant's work that Department paid to Consultant pursuant to the applicable application for payment.

By accepting and executing this contract, the Consultant agrees to assume these obligations, and to bind the Consultant's subconsultants contractually to these obligations.

Nothing contained herein shall preclude Consultant from withholding payment to the subconsultant in accordance with the terms of the subcontract in order to protect the Consultant from loss or cost of damage due to a breach of the subcontract by the subconsultant.

L. Miscellaneous DBE Program Requirements

Loss of DBE Eligibility: When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Consultant has made a commitment to use a DBE firm that is not currently certified, thereby making the Consultant ineligible to receive DBE goal credit for work performed, the ineligible DBE firm's work does not count toward the DBE goal. Consultant shall meet the DBE goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the CRO that it has made good faith efforts to do so.

2. When a Consultant has executed a subcontract with a DBE firm prior to official notification of the DBE firm's loss of eligibility, Consultant may continue to use the firm on the contract and shall continue to receive DBE credit toward DBE goal for the subconsultant's work.

3. When Department has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after VDOT issued the notice of its ineligibility shall be counted toward the contract goal.

Termination of DBE: If a DBE subconsultant is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, Consultant must promptly request approval to substitute or replace that DBE firm in accordance with this section of this Special Provision.

Consultant, shall notify DCRO in writing before terminating and/or replacing the DBE firm that is being used or represented to fulfill DBE-related contract obligations during the term of the contract. Written consent from the DCRO for terminating the performance of any DBE firm shall be granted only when the Consultant can demonstrate that the DBE firm is unable, unwilling, or ineligible to perform its obligations for which the Consultant sought credit toward the DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE firm shall not be based on the Consultant's ability to negotiate a more advantageous contract with another subconsultant whether that subconsultant is, or is not, a DBE firm.

1. All Consultant requests to terminate, substitute, or replace a DBE firm shall be in writing, and shall include the following information:

   (a) The date the Consultant determined the DBE to be unwilling, unable, or ineligible to perform.

   (b) The projected date that the Consultant shall require a substitution or replacement DBE to commence work if consent is granted to the request.

   (c) A brief statement of facts describing and citing specific actions or inaction by the DBE firm giving rise to Consultant's assertion that the DBE firm is unwilling, unable, or ineligible to perform;

   (d) A brief statement of the DBE firm's capacity and ability to perform the work as determined by the Consultant;

   (e) A brief statement of facts regarding actions taken by the Consultant, that Consultant believes constitute good faith efforts toward enabling the DBE firm to perform;

   (f) The current percentage of work completed by the DBE firm;

   (g) The total dollar amount currently paid for work performed by the DBE firm;

   (h) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and with which the Consultant has no dispute;

   (i) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the Consultant and/or the DBE firm have a dispute.

2. Consultant's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

   Consultant shall send a copy of the "request to terminate and substitute" letter to the affected DBE firm and make best efforts to ensure its receipt by the DBE firm, in conjunction with submitting the request to the DCRO. The DBE firm may submit a response letter to the DCRO and Department within two (2) business days of receiving the notice to terminate from the Consultant. If the DBE firm submits a response letter, then

Consultant shall, as part of its subcontract, obligate the DBE firm to explain its position concerning performance on the committed work. The Department will consider both the Consultant's request and the DBE firm's response and explanation before approving the Consultant's termination and substitution request.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Consultant is unsuccessful in notifying the affected DBE firm, the Department will verify that the DBE firm is unable or unwilling to continue performing its subcontract let with respect to the contract. Department will timely approve the Consultant's request for a substitution.

3. Proposed Substitution of Another Certified DBE

Upon termination of a DBE firm, Consultant shall use reasonable good faith efforts to replace the terminated DBE firm. The termination of such DBE firm shall not relieve Consultant of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal.

When a DBE substitution is necessary, the Consultant shall submit an amended Form C-111 to the DCRO for approval with the name of another DBE firm, the proposed work to be performed by that DBE firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the original DBE firm.

Should Consultant be unable to commit the remaining required dollar value to the substitute DBE firm, the Consultant shall provide written evidence of good faith efforts made to obtain the substitute value requirement. Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by Department as merely superficial or pro-forma will not be considered good faith efforts to meet the DBE goal. Consultant must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

M. Suspect Evidence of Criminal Behavior

Failure of Consultant or any subconsultant to comply with the Standard Specifications, this Special Provision, or any other contract document wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

Suspected DBE Fraud

In appropriate cases, Department will bring to the attention of the United States Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

N. Availability of Records

Requests for information concerning any aspect of the DBE Program, the Department complies with provisions of the Federal and Virginia Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a) and Code of Virginia § 2.2 -3700.

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded contracts. A list of certified DBE firms is maintained on the Department of Small Business and Supplier Diversity's web site (www.sbsd.virginia.gov) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited.

VDOT is also required to capture DBE and SWaM payment information on all contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on a quarterly basis.

Any DBE or SWaM firm must become certified (with the Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime contractor, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

USDOT 1050.2
APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the Virginia Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

USDOT 1050.2
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities;

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Nondiscrimination Provision

Federally Funded Projects

Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e). Title VI of the Civil Rights Act of 1964 declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and actitivities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments, agencies, and subrecipients to take action to carry out this policy. Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHWA 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200, 230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.540 through 51.546 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

FIRM DATA SHEET

Funding:___ (S=State F=Federal)

ProjectNo.:_____
Division:_____
EOI Due Date:_____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE/SWAM Firm Not Certified by DMBE

YS = SWAM Firm Certified by DMBE.

NA = Firm Not Claiming DBE/SWAM Status

Indicate whether small, woman-owned, or small business.

ATTACHMENT B

REFERENCED DOCUMENTS

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COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT SOLICITATION FORM
(Project Specific Consultant Contracts)

RFP NO. _____

The Offeror certifies this form accurately represents its solicitation of the firms listed below for inclusion in the proposal for this contract.

OFFEROR _____ **SIGNATURE** _____

TITLE _____

SUBCONSULTANT SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONSULTANT	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

OFFEROR MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

(Project Specific Consultant Contracts)

CONTRACT I.D. NUMBER_____

PROJECT NUMBER_____

FHWA NUMBER_____

DISTRICT_____

DATE RFP SUBMITTED_____

OFFEROR'S NAME_____

SIGNATURE_____

TITLE_____

VENDOR NUMBER_____

DBE GOAL FROM RFP_____

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO QUOTE ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES **IF** NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE OFFEROR IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE OFFEROR'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	OFFEROR NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____SIGNATURE_____

TITLE_____

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH. PROVIDE NAMES, ADDRESSES, TELEPHONE NUMBERS, AND EMAIL ADDRESSES FOR THE FIRMS LISTED ABOVE.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE OFFEROR. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

MINIMUM DBE & SWAM REQUIREMENTS FOR PROJECT SPECIFIC CONSULTANT CONTRACTS

PROJECT NO. _____

FHWA NO. _____

INSTRUCTIONS

This form shall be used by the Consultant to submit the names of DBE firms to be used on the contract. The Consultant shall indicate the scope of work that each DBE will perform and the allowable credit.

DBE REQUIREMENT _____%

PERCENT ATTAINED BY PROPOSER _____%

Name(s) of DBE(s) To Be Used	**Certification #**	**Scope of Work**	**$ Amount of Allowable Credit**
		TOTAL $	

Total Contract Value $ _____ x Required DBE _____ % = $ _____

I/We certify that the DBE(s) listed will be used on this contract as stated hereon and assure that during the life of the contract I/We will meet or exceed the participation established hereon.

_____ BY _____
Offeror Signature

_____ BY _____
Title Date

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS
(Project Specific Consultant Contracts)

Project No.:

Federal Project No.:

This form is to be submitted in accordance with the Department's Special Provision DBE participation on profession service Project Specific Consultant Contracts.

It is hereby certified by the below signed Consultants that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subconsultant agreement* shall be submitted to the Department within fourteen (14) business days after contract execution.

It is further certified that the aforementioned fully executed subconsultant agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Consultant further represents that the aforementioned fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Consultant shall refer to any Consultant utilizing a DBE subconsultant, in which they are claiming DBE credit toward the contract goal.

Consultants further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE PRIME CONSULTANT AND THE SUBCONSULTANTS

Scope of Work to be Performed:

_____

Amount of Subconsultant Agreement to be executed: $_____

Prime Consultant: _____

Signature: _____ Title _____

Date:_____

Subconsultant: _____

Signature: _____ Title _____

Date:_____

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT CERTIFICATION OF CONTRACTOR

Full Name of Contractor:_____

Description of Contract:_____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services on school property or requiring direct contact with students on school property during school hours or during school- sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date:_____

_____
Name of Contractor

By:_____

_____
TITLE

SAMPLE SCORE SHEET DATE: _____

PROJECT #.: _____ PROJECT NAME: _____

FIRM: _____ SUBS: _____

	NUMERICAL VALUE	NUMERICAL SCORE
METHOD AND PLAN FOR PROVIDING SERVICES - Understanding of Scope - Proposed Approach - Expertise, experience and qualifications of team in providing services as related to the scope of services.	50 pts.	
QUALIFICATIONS AND EXPERIENCE - Team Experience - Organization Capabilities - Expertise, experience and qualifications in project management in providing services as related to the scope of services	35 pts.	
ORGANIZATIONAL CAPABILITY - Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants	15 pts.	
TOTAL	100 pts	

ADDITIONAL NOTES:

ATTACHMENT C

REQUIRED DOCUMENTS

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

2019-004 REFERENCES (Required)

Provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

1. _____

_____

_____

2. _____

_____

_____

3. _____

_____

_____

4. _____

_____

_____

5. _____

_____

_____

COMPANY NAME _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

FIRM DATA SHEET (REQUIRED)

Funding: _____ (S=State F=Federal) Project No.: ___
Division: __ EOI Due Date: _____

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

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE N = DBE or SWaM Firm Not Certified by DMBE NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
DMBE is the Virginia Department of Small Business and Supplier Diversity

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: ___

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

_____ _____
Signature Date

_____ _____
Title Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: _____

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

_____ _____
Signature Date

_____ _____
Title Name of Firm

VDOT Form C-63 (REQUIRED)

See link below for fillable form that can be used for submission

http://vdotforms.vdot.virginia.gov/SearchResults.aspx?filename=C63.pdf

Form C-63
Rev. 7-25-17

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
VENDOR PAYMENT COMPLIANCE REPORT
(FEDERALLY FUNDED PROJECTS)
(Vendor defined as: Subcontractor, Consultant, Supplier, Manufacturer, Hauler)

Pages(s) _____ of _____

(1a) **Report No.**
(1b) **Report Period** **20** **Oct. - Dec** ☐ **Jan - Mar** ☐ **Apr - Jun** ☐ **Jul - Sept** ☐

(2a) Federally Funded ☐ Federally Funded Local Govt. ☐
(2b) Contractor/Subcontractor _____
(2c) Contract ID No. _____
(2d) Date of Execution _____
(2e) District _____

(3) Vendor Name	**(4)** Tax I.D.	**(5)**Certification Type – Must Specify DBE, SWaM, or Non-DBE/SWaM	**(6)** Payments to Vendors	
			(6a) This Quarter	**(6b)** To Date

All amounts paid to all Vendors are to be reported and submitted according to the quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.
Signature and Title of Company Official _____ Date _____
Print Name and Phone Number of Individual Completing Report _____

**VIRGINIA DEPARTMENT OF
TRANSPORTATION INSTRUCTIONS FOR
VENDOR PAYMENT COMPLIANCE REPORT C-63**

The Prime Contractor is required to submit a Vendor Payment Compliance Report and document all payments made to all vendors during the designated quarterly reporting period. All amounts paid to vendors are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of vendor payments in response to monitoring and enforcement compliance reviews.

The instructions below correspond to each item on the report. Please follow the instructions.

1a. **Report No.**
Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting for the contract, enter Report No. 2.

1b. **Report Period**
Indicate the reporting period based on the Reporting Schedule listed in these instructions.

2a. **Funding Source**
Indicate the primary funding source: Federally Funded, Federally Funded Local Government.

2b. **Contractor/Subcontractor**
Enter your company's name

2c. **Contract I.D. No.**
Enter the contract identification number assigned to your project

2d. **Date of Execution**
Enter the date the contract was executed.

2e. **District**
Enter the VDOT District where the project under contract is located.

3. **Vendor Name**
Enter all subcontractors utilized.

4. **Tax I.D. No.**
Indicate the Federal Employer Identification No.

5. **Certification Type**
Specify the certification type of each Vendor: DBE -
Disadvantaged Business Enterprise
SWaM - Small, Woman, and Minority-Owned Business Enterprise
Non-DBE/SWaM - Subcontractor is not certified as a DBE or SWaM business in Virginia

6. **Payments to Vendors**
Dollar amount paid to Vendors during contract

6a. **Payments to Vendors this Qtr.**
Dollar amount of payment made to Vendors in reporting quarter.

6b. **Payments to Vendors to Date**
Total dollar amount paid to Vendors since contract execution.

Effective (date), All Form C-63s for each reporting period shall be submitted in an electronic format to the District Civil Rights Office in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Reporting Period	Date Due To Responsible VDOT Charge
July 1 – September 30	Five (5) business days after the reporting period
October 1 – December 31	Five (5) business days after the reporting period
January 1 – March 31	Five (5) business days after the reporting period
April 1 – June 30	Five (5) business days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the District Civil Rights Office on the following business day.

VDOT TITLE VI EVALUATION FORM

This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT's contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.

VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.

Name of Preparer:	Preparer's Title:
Phone #:	Email Address:
Name of Organization:	Address of Organization:
Address of Virginia location where project will be done:	
Type of Contractor/Organization: ☐ Private Organization ☐ Governmental Agency	 ☐ Supplier ☐ Other _____

Workforce for Virginia Location		
Total	% Minority	% Female

Business Ownership/Control Minority ☐ Yes ☐ No Female ☐ Yes ☐ No	DBE Certified ☐ Yes ☐ No SWAM Certified ☐ Yes ☐ No
Does your organization currently have contracts or subcontracts with VDOT? ☐ Yes ☐ No What is your organization's most recent date of Title VI approval?	
Status of Project(s):	Value of current Contract(s):
What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services?	

Virginia Workforce

CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

Employment at this establishment -Report all permanent **full** and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Sir. Level Officials & Managers (1 **1)**															
First/Mid-Level Officials & Managers (1.2)															
Professionals (2)															
Technicians (3)															
Sales Workers (**4)**															
Administrative Support Workers (5)															
Craft Workers (6)															
Operatives (7)															
Laborers & Helpers (8)															
Service Workers (9)															
TOTAL (10)															
PREVIOUS YEAR TOTAL (11)															

Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?

2. Identify the person responsible for the administration of Title VI polices and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information.

Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware.

2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment?

3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations?

4. Are facilities and meeting areas fully accessible to persons with disabilities?

5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain.

6. How are limited English proficient persons made aware that they can receive translation services for access to services?

7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings?

8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity?

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report.

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period? If yes, provide the following:

   - The DBE's name and amount awarded
   - Total # of contracts awarded to DBEs
   - Total dollar amount of contracts awarded to DBEs

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature:

_____

(Authorized Officer) (Title) (Date)

For Office Use Only:

Provide award? Yes _____ No _____

Recommendations:

_____
_____
_____
_____
_____
_____
_____

Appendix A

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, disability, or low-income. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT's implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal-Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Executive Order 12898 on Environmental Justice (EJ)** addresses disproportionately high and adverse human health and environmental effects on minority and low-income populations
- **Executive Order 13166 on Limited English Proficiency (LEP)** - ensures people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."*

By contracting with VDOT, a contractor is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the contractor. VDOT's Civil Rights Division with the assistance from each applicable division's Program Manager, monitors an organization's compliance with the non-discrimination provisions.

To monitor compliance, each contractor and all sub-contractors are required to submit a Title VI Evaluation Form. This requirement is applicable for all contractors.

The Title VI Evaluation Form provides documentation that a contractor has procedures in place to prevent discrimination in programs and services based on Title VI.

VDOT will request a Title VI Evaluation Form within ten (10) days of notification of selection for new contractors or contractors that do not have a current assessment on file with VDOT. The Assessment Form should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Forms from:

Right of Way & Utilities Division
Location & Design Division
Environmental Division
Structure & Bridge
Innovative Project Delivery
Materials Division
Transportation & Mobility Planning Division

Once the Title VI Evaluation Form is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a pre-award letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Assessment Form. VDOT Program Managers have access to a Title VI Log that is updated monthly on the Civil Rights Website. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the contractor's office.

If the report is approved for award, a letter is sent out with an expiration date for one year from the date of the approval letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for contractors who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the contractor can still be found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT's Title VI Program or the Title VI Evaluation Form, you may directly contact the Title VI Coordinator in VDOT's Civil Rights Division at 804-786-2085 or at robin.underwood@vdot.virginia.gov.

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24, 2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal:	RFP01-22ks
Title:	Planning, Architectural & Engineering Open End Services for Federal Funded Projects
Dated:	February 7th,2022
Original Proposal Due Date:	March 1st, 2022 @ 3:00p.m.

The following changes/revisions have been made to the original Request for Proposal and are in **BOLD** as noted:

CHANGE:

The proposal due date has been changed **FROM** March 1st, 2022 as noted on page 1 **TO March 11th, 2022** to allow for more time for preparation and submission. The proposal due time remains unchanged.

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24th, 2022

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE"** as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). That 12% DBE is listed as a "goal" across the entire contract award across all disciplines, not just one particular discipline. We are looking across 11 different disciplines in totality to make awards against. The goal for the DBE would be around 9% for each discipline in total than divided by the number of winning offerors in each discipline. For example, say 5 companies are selected for one discipline to be awarded a contract, each winning offeror would be expected to have a goal of just under 2% (1.8%) of their business with a DBE firm for that subset discipline that they won.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). If another Firm chose you to be a consultant for them, that would be fine. You could not be both a Prime and a consultant for someone else on the same project.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). Based on total cost of the project at hand. $500.00 - $150,000 range. Not to exceed $150k.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). **Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. We will accept proposals from all who can function in this capacity for us. Section 1.0 on page 3 states the services we are seeking are "Professional" vs "Non Professional" in nature.**

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County will look into doing this in the near future possibly as it may make sense to do so.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). A firm and each party to any joint venture can only submit one response. If a response is received by a joint venture between an architecture firm and another construction management entity, whether that construction management entity is legally characterized as a party to a joint venture, affiliate or subsidiary of the architecture firm, no other response may be submitted by any of the entities involved. Any such subsequent response would disqualify all the responses received by the entities involved.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?
A13). Yes, subconsultants that are part of your project team can use digital signature on their forms

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

March 3, 2022

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE"** as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). Any offeror will have to show how under their awarded contract they can meet the 12% goal through DBE sub. This can be within one discipline but they have to show how that would be met for their submitted services. The details are on pages 71-77 of the solicitation.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). You could not be both a Prime and a sub-consultant on separate offers. However, this is only if you have not affiliation through the noted ownership or interest provisions, as defined by the State Corporation Commission, between your companies.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, primarily Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded. Keeping in mind that the County seeks state and federal transportation funding for multiple modes of transportation.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). As means of clarification, the final contract awards will allow for $500,000 per project/task and then not to exceed $1.5 million per contract year.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. For VDOT purposes and federal projects, this does not matter, and it will require the same level of VDOT review for all of these services as the CM has to have an engineer of record associated with their services.

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County may look into doing so should it make sense to do so. At this time the County does not intend to issue an RFP for Non-Professional Federally funded services.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). See question #3 response. As long as you are not associated with the prime on the alternate response through an ownership affiliation, you may listed as a subconsultant on an alternate response.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?

A13). Yes, subconsultants that are part of your project team can use digital signature on their forms.

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

PROPOSAL

COPY

Planning, Architectural & Engineering Open End Services for Federal Funded Projects

Fauquier County Government and Public Schools







GANNETT FLEMING

MARCH 2022

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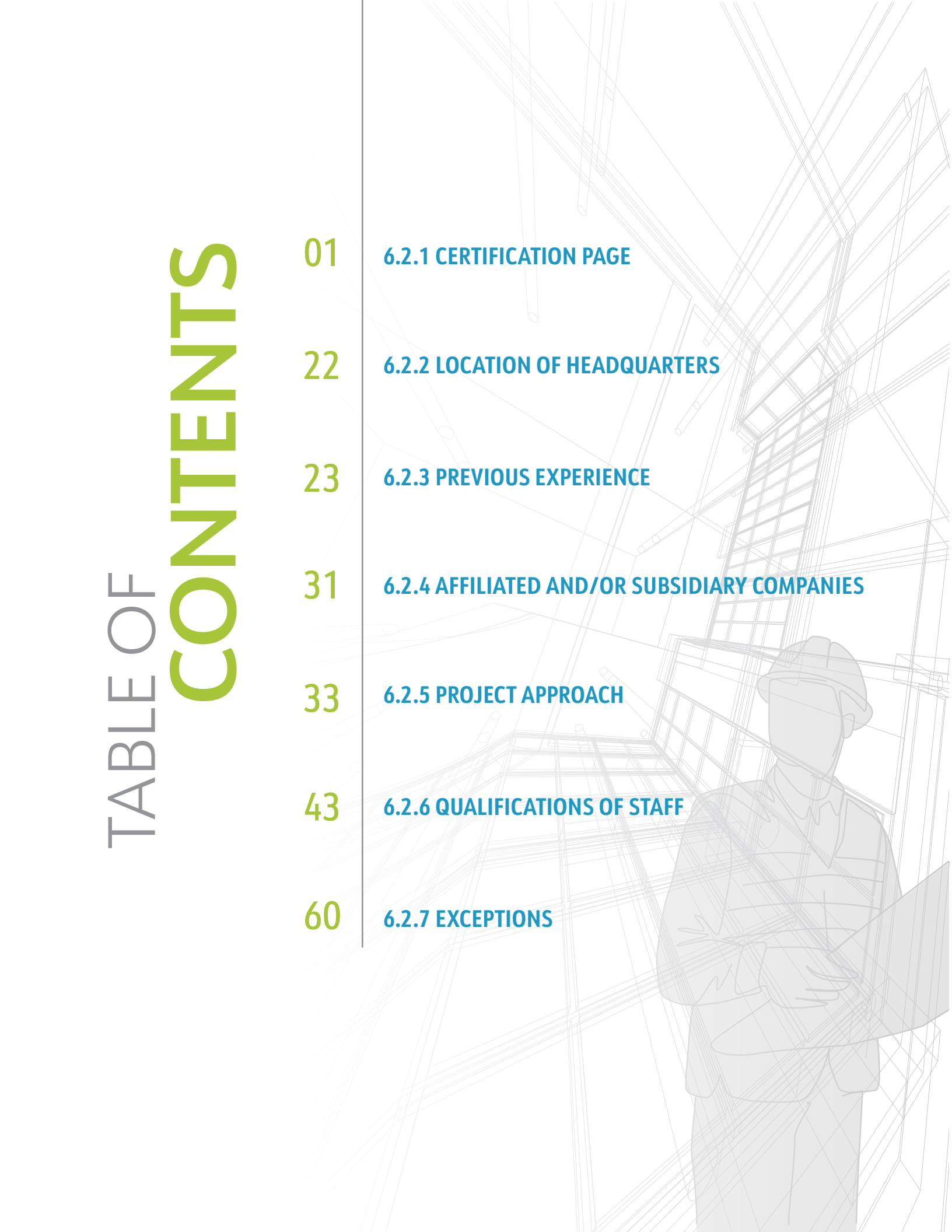
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6.2.1 CERTIFICATION PAGE

6.2.1 - CERTIFICATION PAGE

Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required.

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 02/07/2022 **RFP 01-22ks**

TITLE: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

ISSUED BY: Fauquier County Government and Public Schools Procurement Division
320 Hospital Drive, Suite 23 Warrenton, VA 20186

USING DEPARTMENTS: Fauquier County and Fauquier County Public Schools, All Departments/Divisions

Sealed Proposals Will Be Received Until **03/01/2022 @ 3:00 P.M** For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed To: Kathy Stanley, CPPB, Senior Buyer, Phone: (540) 422-8354, Fax: (540) 422-8355 e-mail: Kathy.Stanley@fauquiercounty.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILDS OFFICE BUILDING 320 HOSPITAL DRIVE, 2nd FLOOR, SUITE 23.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

Gannett Fleming, Inc.

4097 Monument Corner Drive

Suite 500

Fairfax, VA Zip Code: 22030

FEI/FIN NO.: 25-1613591

Date: 3/8/2022

By: [signature]
(Signature in Ink)

Name: David Ferrara, CCM

Title: Vice President

Telephone Number: (703) 277-9501

E-mail address: dferrara@gfnet.com Fax Number: (703) 277-9506

Submitting for *ALL* Disciplines noted herein (Y/N): N If N, *list which specific Disciplines the proposal provides for*: 4.2 Construction Administration/Management

*****RETURN THIS PAGE*****

DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required		Coverage Required	Limits (figures denotes minimum)
X	1.	**Workers' Compensation** and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes $100,000/$500,000/$100,000 Statutory Statutory
X	2.	**Commercial General Liability** General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. $1,000,000 (CSL) Each Occurrence $2,000,000 $2,000,000 $1,000,000 $100,000 per Occurrence
X	3.	**Automobile Liability** Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. $1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
___	4.	**Prof. Errors and Omissions** Best's Guide Rating-A-VIII or better or its equivalent	4. $1,000,000 (CSL) Each Claim
___	5.	**Garage Liability**	5. $1,000,000 CSL Each Occurrence
___	6.	**Garage Keeper's Legal Liability** Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
___	7.	**Umbrella Liability** Best's Guide Rating-A-VIII or better, or its equivalent.	7. $1,000,000 Minimum
___	8.	**Other Insurance:** Cyber Liability as needed	8. $1,000,000 Minimum
X	9.	**Auto and General Liability Policies <u>shall be endorsed to name</u> Fauquier County as additional insured** (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
X	10.	The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
X	11.	**The Certificate must state Bid/RFP No. and Bid/RFP Title.**	
X	12.	**Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.**	

OFFEROR STATEMENT

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

Gannett Fleming, Inc.

FIRM

SIGNATURE

David Ferrara, CCM | Vice President

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page	Reason(s) for Withholding from Disclosure
N/A		

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets', and "proprietary information" including processes.
Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ****

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless the County Administrator or School Superintendent grants a waiver of this requirement and the administrative policies and procedures established to implement this section, as applicable.

If the County of Fauquier, Virginia, accepts this quote for goods or services, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

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

B.__✔__ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is F102463-9_____

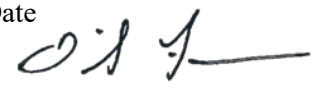
C._____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Gannett Fleming, Inc.
Legal Name of Company (as listed on W-9)

Gannett Fleming, Inc.
Legal Name of Offeror/Bidder

3/8/2022
Date


Authorized Signature

David Ferrara, CCM, Vice President
Print or Type Name and Title

RETURN THIS PAGE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT SOLICITATION FORM
(Project Specific Consultant Contracts)

RFP NO. RFP 01-22ks

The Offeror certifies this form accurately represents its solicitation of the firms listed below for inclusion in the proposal for this contract.

OFFEROR Gannett Fleming, Inc. **SIGNATURE**

David Ferrara, CCM

TITLE Vice President

SUBCONSULTANT SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONSULTANT	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)
VS0000068660	CES Consulting, LLC	571.933.8476	DBE	YES
VS0000057431	DMY Engineering Consultants Inc.	703.665.0586	DBE	YES

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

OFFEROR MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

MINIMUM DBE & SWAM REQUIREMENTS FOR PROJECT SPECIFIC CONSULTANT CONTRACTS

PROJECT NO. RFP 01-22ks Planning, Architectural & Engineering Open End Services For Federal Funded Projects

FHWA NO. _____

INSTRUCTIONS

This form shall be used by the Consultant to submit the names of DBE firms to be used on the contract. The Consultant shall indicate the scope of work that each DBE will perform and the allowable credit.

DBE REQUIREMENT 12 %

PERCENT ATTAINED BY PROPOSER 12% %

Name(s) of DBE(s) To Be Used	Certification #	Scope of Work		$ Amount of Allowable Credit
CES Consulting, LLC	690040	CM Services	6%	R@B
DMY Engineering Consultants Inc.	DB20259665	Testing and Inspections	6%	R@B
			TOTAL $	R@B

Total Contract Value $ R@B x Required DBE 12 % = $ R@B

I/We certify that the DBE(s) listed will be used on this contract as stated hereon and assure that during the life of the contract I/We will meet or exceed the participation established hereon.

Gannett Fleming, Inc. — **Offeror**

BY _____ — **Signature** David Ferrara, CCM

Vice President — **Title**

BY 2/8/2022 — **Date**

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS
(Project Specific Consultant Contracts)

Project No.: RFP 01-22ks Planning, Architectural & Engineering Open End Services For Federal Funded Projects
Federal Project No.:

This form is to be submitted in accordance with the Department's Special Provision DBE participation on profession service Project Specific Consultant Contracts.

It is hereby certified by the below signed Consultants that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subconsultant agreement* shall be submitted to the Department within fourteen (14) business days after contract execution.

It is further certified that the aforementioned fully executed subconsultant agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Consultant further represents that the aforementioned fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Consultant shall refer to any Consultant utilizing a DBE subconsultant, in which they are claiming DBE credit toward the contract goal.

Consultants further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE PRIME CONSULTANT AND THE SUBCONSULTANTS

Scope of Work to be Performed:
Construction inspection, project controls, staff augmentation, construction management

Amount of Subconsultant Agreement to be executed: $ TBD

Prime Consultant: Gannett Fleming, Inc.

Signature: | David Ferrara, CCM Title Vice President

Date: 3/8/2022

Subconsultant: CES Consulting, LLC

Signature: Kumar B. Barakam Digitally signed by Kumar B. Barakam Date: 2022.02.17 10:49:17 -05'00' Title Principal, Executive Vice-President

Date: 02/17/2022

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS
(Project Specific Consultant Contracts)

Project No.: RFP 01-22ks Planning, Architectural & Engineering Open End Services For Federal Funded Projects
Federal Project No.:

This form is to be submitted in accordance with the Department's Special Provision DBE participation on profession service Project Specific Consultant Contracts.

It is hereby certified by the below signed Consultants that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subconsultant agreement* shall be submitted to the Department within fourteen (14) business days after contract execution.

It is further certified that the aforementioned fully executed subconsultant agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Consultant further represents that the aforementioned fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Consultant shall refer to any Consultant utilizing a DBE subconsultant, in which they are claiming DBE credit toward the contract goal.

Consultants further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE PRIME CONSULTANT AND THE SUBCONSULTANTS

Scope of Work to be Performed:

Construction inspection and construction materials testing

Amount of Subconsultant Agreement to be executed: $ TBD

Prime Consultant: Gannett Fleming, Inc.

Signature: | David Ferrara, CCM **Title** Vice President

Date: 3/8/2022

Subconsultant: DMY Engineering Consultants Inc.

Signature: **Title** President and CEO

Date: February 17, 2022

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT CERTIFICATION OF CONTRACTOR

Full Name of Contractor: Gannett Fleming, Inc.

Description of Contract: Construction Administration/Management

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services on school property or requiring direct contact with students on school property during school hours or during school- sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: 3/8/2022

Gannett Fleming, Inc.

Name of Contractor

By: David Ferrara, CCM

Vice President

TITLE

FIRM DATA SHEET (REQUIRED)

Funding: F (S=State F=Federal) Project No.: RFP 01-22ks Planning, A/E Open End Services for Federal Funded Projects
Division: __ EOI Due Date: 3/11/2022
Department: Fauquier County and Fauquier County Public Schools, All Departments/Divisions

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

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts
Gannett Fleming, Inc., 4097 Monument Corner Drive, Suite 500, Fairfax, VA 22030 Not certified as DBE or SWaM	N/A	106 Years	$628,161,869
CES Consulting LLC, 23475 Rock Haven Way, Suite 255, Dulles, VA 20166 DBE Certification Number: 690040 SWaM Certification Number: 690040	YD, YS (Small, Women and MInority)	11 Years	$20,764,757
DMY Engineering Consultants Inc., 4170 Lafayette Center Drive, Suite 500, Chantilly, VA 20151 DBE Certification Number: DB20259665 SWaM Certification Number: 684372	YD, YS (Small and Minority)	12 Years	$11,240,929

* YD = DBE Firm Certified by DMBE N = DBE or SWaM Firm Not Certified by DMBE NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
DMBE is the Virginia Department of Small Business and Supplier Diversity

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: RFP 01-22ks Planning, Architectural & Engineering Open End Services For Federal Funded Projects

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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



Signature David Ferrara, CCM

3/8/2022
Date

Vice President
Title

Gannett Fleming, Inc.
Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: RFP 01-22ks Planning, Architectural & Engineering Open End Services For Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Kumar B. Barakam — Digitally signed by Kumar B. Barakam Date: 2022.02.17 10:49:36 -05'00'
Signature

02/17/2022
Date

Principal, Executive Vice-President
Title

CES Consulting, LLC
Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: RFP 01-22ks Planning, Architectural & Engineering Open End Services For Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature	February 17, 2022 Date
President and CEO Title	DMY Engineering Consultants Inc. Name of Firm

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.
COMMISSIONER

November 19, 2020

Mr. Andrew Li
Area Manager
Gannett Fleming, Inc.
207 Senate Avenue
Camp Hill, PA 17011

Dear Mr. Li:

The Civil Rights Division has reviewed the Title VI Evaluation Report submitted to our office by your firm. The report indicates that the firm appears to have nondiscrimination processes in place to ensure nondiscrimination in programs and services. This letter is a pre-award review approval, subject to a random on-site visit.

Your firm's Title VI Evaluation Report approval **will expire November 19, 2022**, two years from the date of this approval. At the end of the first year, your firm will submit to the Civil Rights Division a Title VI Affidavit of No Change (AONC) of the firm's Title VI Evaluation Report to attest that no major changes have taken place within the organization. If no changes have occurred, your firm will not have to submit renewal information until the end of year two. The VDOT Title VI Evaluation form and supporting documents required for renewals are to be submitted thirty (30) business days prior to the expiration date.

The Civil Rights Division reserves the right not to issue re-approval if the required Title VI AONC has not been submitted timely or has not been submitted for review.

If you have any questions, please feel free to contact me at (804) 786-2730.

Sincerely,

Corina Herrera

Corina E. Herrera
Title VI Specialist
Virginia Department of Transportation
Civil Rights Division
corina.herrera@vdot.virginia.gov

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24, 2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal:	RFP01-22ks
Title:	Planning, Architectural & Engineering Open End Services for Federal Funded Projects
Dated:	February 7th,2022
Original Proposal Due Date:	March 1st, 2022 @ 3:00p.m.

The following changes/revisions have been made to the original Request for Proposal and are in **BOLD** as noted:

CHANGE:

The proposal due date has been changed **FROM** March 1st, 2022 as noted on page 1 **TO March 11th, 2022** to allow for more time for preparation and submission. The proposal due time remains unchanged.

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

Acknowledgment of Receipt of Addendum No. 1

Offeror: Gannett Fleming, Inc. | David Ferrara, CCM

Vice President

Title

3/3/2022

Date

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24th, 2022

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE"** as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). That 12% DBE is listed as a "goal" across the entire contract award across all disciplines, not just one particular discipline. We are looking across 11 different disciplines in totality to make awards against. The goal for the DBE would be around 9% for each discipline in total than divided by the number of winning offerors in each discipline. For example, say 5 companies are selected for one discipline to be awarded a contract, each winning offeror would be expected to have a goal of just under 2% (1.8%) of their business with a DBE firm for that subset discipline that they won.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). If another Firm chose you to be a consultant for them, that would be fine. You could not be both a Prime and a consultant for someone else on the same project.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). Based on total cost of the project at hand. $500.00 - $150,000 range. Not to exceed $150k.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). **Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. We will accept proposals from all who can function in this capacity for us. Section 1.0 on page 3 states the services we are seeking are "Professional" vs "Non Professional" in nature.**

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County will look into doing this in the near future possibly as it may make sense to do so.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). A firm and each party to any joint venture can only submit one response. If a response is received by a joint venture between an architecture firm and another construction management entity, whether that construction management entity is legally characterized as a party to a joint venture, affiliate or subsidiary of the architecture firm, no other response may be submitted by any of the entities involved. Any such subsequent response would disqualify all the responses received by the entities involved.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?
A13). Yes, subconsultants that are part of your project team can use digital signature on their forms

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

Acknowledgment of Receipt of Addendum No. 2

Offeror: Gannett Fleming, Inc. | David Ferrara, CCM

Vice President

Title

3/3/2022

Date

6.2.2 LOCATION OF HEADQUARTERS

6.2.2 - LOCATION OF HEADQUARTERS

Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, e-mail address; and any other pertinent information relative to the size and organizational structure of the company.

Headquarters

207 Senate Ave
Camp Hill, PA 17011

Gannett Fleming, Inc. is an international construction management, planning, and design firm with more than 106 years of project experience serving public and private clients. Our Fairfax office will be the primary office supporting Fauquier County, where 80+ CMI professionals reside. We have an additional 70+ CMI professionals located in the DC and Baltimore Office ready to support this contract as needed. Our subconsultants, CES Consulting, will be supporting this contract from their Dulles, VA office and DMY Engineering will be supporting this contract from their Chantilly, VA office.

Nearest Offices

Fairfax, VA - Primary Office

4097 Monument Corner Drive, Suite 500
Fairfax, VA 22030
Primary Contact: Andrew Li, PE, CCM, PMP
Phone: 703.277.9501
Fax: 703.277.9506
Email: ali@gfnet.com

Washington, DC

500 L'Enfant Plaza SW
Suite 820
Washington, DC 20024

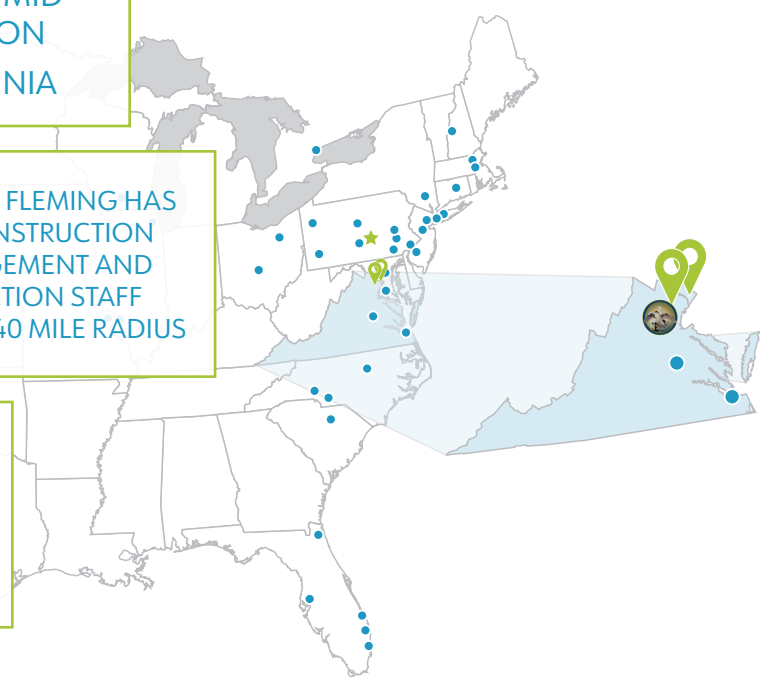
2600+
EMPLOYEES

16 OFFICES IN THE MID-ATLANTIC REGION
3 OFFICES IN VIRGINIA

106 YEARS
IN BUSINESS

GANNETT FLEMING HAS 150 CONSTRUCTION MANAGEMENT AND INSPECTION STAFF WITHIN A 40 MILE RADIUS

DPOR LICENSE NUMBERS
FAIRFAX: 0411000261
CAMP HILL: 0407002949
DC: 0411001611



6.2.3 PREVIOUS EXPERIENCE

6.2.3 - PREVIOUS EXPERIENCE

Describe Offeror's previous background and experience relative to Architectural and Engineering transportation related projects funded, including federally funded projects. Provide five (5) references from former or current government (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons), on the form provided in Attachment C. It is preferred that Offeror's provide references that do not include Fauquier County.

Project Experience

Gannett Fleming has established a nationwide reputation for excellence and innovation in construction management and administration of various capital improvement and maintenance projects. Gannett Fleming has provided construction administration and management of utility and infrastructure projects for both the public and private sector.

As highlighted in our project descriptions, Gannett Fleming has provided these services in Virginia and nearby in Maryland, including Fauquier County, Prince William County, the City of Richmond, Norfolk, and Virginia Beach in Virginia, as well as Anne Arundel, Baltimore, Carroll, Howard, Montgomery, and Prince George's counties in Maryland. Additional clients include the Virginia Department of Transportation, US Army Corps of Engineers, City of Baltimore Department of Transportation, and the Howard County Department of Public Works.

Gannett Fleming has provided construction management and administration services for more than 106 years, with one of our first construction projects in Virginia dating back more than 75 years ago. Our subconsultants CES Consulting and DMY Engineering have a combined 25 years of experience working on similar projects in Virginia, including for local jurisdictions such as Loudoun County, Chesterfield County, City of Hampton, City of Fairfax, Town of Purcellville and various VDOT projects including the Warrenton Southern Interchange project in Warrenton, VA.

The following pages highlight relevant construction administration and management projects. They serve as a testament to our ability to execute services identical to the County's scope of work while providing responsive, high-quality services.







Stormwater Management. Crew members install a box culvert in an environmentally impacted area of the project.

GANNETT FLEMING

RELEVANT FEATURES

- Locally Administered Project
- Construction Management
- Full-time Construction Inspection
- Construction Drawings Compliance
- Construction Documentation
- Project Site Representation
- Material Testing/Inspection

PROJECT COST:
$2.9M

CONTACT:
Mohammad Ayyoubi

T. 703.792.6825

PROJECT COMPLETION DATE:
2016

Logmill Road Improvement Construction Management and Inspection Services, Prince William County, VA

Prince William County Department of Transportation

After numerous traffic accident fatalities and local public requests, the Prince William County DOT approved the start of construction on the Logmill Road Improvement Locally Administered Project. The project involved reconstructing a portion of Logmill Road, beginning 1,200 feet west of Parnell Court and terminating 200 feet east of Meander Creek Lane. The purpose of the project was to improve safety on this section of Logmill Road by increasing the existing sight distance and improving the vertical geometry to meet American Association of State Highway and Transportation Officials (AASHTO) standards. Gannett Fleming provided construction management and full-time inspection services for this project.

Gannett Fleming was responsible for the vertical improvement phase of the Logmill Road Improvement project. The vertical geometry adjustment of the roadway included more than 11,800 cubic yards (CY) of cut and more than 38,400 CY of borrowed fill. Other roadway adjustments included 4-foot shoulders, on both sides of Logmill Road; two 12-foot through lanes, one in each direction; and a variable 0- to 12-foot right-turn lane. There are variable 11- to 12-foot lanes in each direction of Parnell Court and a variable 0- to 6-foot median.

An estimated 0.11 acres of wetlands were impacted by the project. To mitigate the impact, improvements were made to the existing drainage system, which consists of four culvert crossings and several roadside ditches that collected and conveyed roadway and off-site runoff. The drainage system improvements included replacing the existing culverts with appropriately sized culverts and adding a stream. Stormwater management improvements feature the addition of two bioretention basins between Parnell Court and Meander Creek Lane, as well as the addition of grass swales on the southern side of Logmill Road.





Route 28 Construction. This LAP project consists of widening Route 28 from Fitzwater Drive to Vint Hill Road to four lanes.

GANNETT FLEMING

RELEVANT FEATURES

- Locally Administered Project
- Construction Management
- Full-time Construction Inspection
- Construction Drawings Compliance
- Construction Documentation
- Project Site Representation
- Material Testing/Inspection

PROJECT COST:
$11M

CONTACT:
Mohammad Ayyoubi

T. 703.792.6825

PROJECT COMPLETION DATE:
2019

Route 28 Phase II Widening Construction Management Services, Prince William County, VA

Prince William County Department of Transportation

This widening project was a locally administered project by the Prince William County DOT that involved construction for the widening of Route 28 to a four-lane divided facility from Fitzwater Drive to the realigned Vint Hill Road. This segment of Route 28 is classified as a Rural Minor Arterial. Gannett Fleming provided construction management and inspections services, including office engineering, constructability reviews, and LAP administration support.

Major project features included roadway widening and reconstruction; storm drainage improvements; replacement of the existing Route 28 bridge over Kettle Run; major culvert construction; stormwater management facilities; retaining walls; and traffic signal reconstruction. The construction work consisted of grade adjustments, construction of shoulders, signalized pedestrian connectivity to shared use path and facilities, and bridge replacement.

Gannett Fleming supported this project with constructability and buildability reviews, review and processing of pay applications, and change management. Our firm also documented construction and design activities, developed and updated monthly project schedules, and produced written progress reports. Core documentation requirements were established to maintain and verify compliance with various federal, state, and local guidelines and regulations. Coordination responsibilities included communicating the project progress with members of the County project team, stakeholders, VDOT, and the traveling public through design, construction phases, and final acceptance.



East Broad Street Gateway Enhancement. Gannett Fleming provided construction management services for enhancements to the East Broad Street Gateway area.

GANNETT FLEMING

RELEVANT FEATURES

- Locally Administered Project
- Construction Management
- Full-time Construction Inspection
- Construction Drawings Compliance
- Construction Documentation
- Project Site Representation
- Material Testing/Inspection

PROJECT COST:
$1.5M

CONTACT:
Marvin Tart

T. 804.646.6396

PROJECT COMPLETION DATE:
2016

East Broad Street Gateway Enhancement Phase II Construction Management Services, Richmond, VA

City of Richmond

The City of Richmond planned improvements to make its East Broad Street Gateway area from College Street to North 16th Street more aesthetically pleasing. The planned efforts included repairing and upgrading brick sidewalks to comply with Americans with Disabilities Act (ADA) regulations; planting street shade trees; and installing ornamental, pedestrian-scale street lighting, new concrete entrance aprons, and brickpaver crosswalks.

Gannett Fleming provided construction management services for the City, as part of an On-Call Engineering services contract. The project also involved stormwater, road, traffic signal, and bridge design; geotechnical services; landscape architecture; bridge scour/inspection services; general civil engineering; and mechanical/ electrical/ plumbing engineering. The streetscape aesthetic enhancements included installing new, brick-paver sidewalks; resetting granite curbs; adding tree wells; adding new, ADA-compliant wheel-chair ramps; adding ornamental, pedestrian-scale street lighting; and the repair, or replacement, of drop inlet covers. The project lighting required new underground conduit, duct bank, and junction boxes to meet the City's Department of Public Utilities' guidelines. The existing steel cobra-head poles were replaced with pedestrian fixtures mounted to existing poles.

Pedestrian access improvements to the African-American Burial Grounds required regrading and paving the entrance way with brick pavers and constructing concrete stairs and retaining walls. The path at the entrance to the tunnel has been regraded to meet ADA Accessibility Guidelines for slopes and paved with City cobblestone. The finished ground within the tunnel is graded to drain to new drainage structures within the cobblestone section. The new, perforated under-drains, beneath the stone sections, line both sides of the tunnel. The new drainage infrastructure ties to the existing drainage inlet, just south of the tunnel entrance, and meets the City's erosion and sediment control procedures.

This project was finished on time and under the estimated construction budget. The project records were successfully audited by VDOT's LAP program and the City received reimbursement.

I-264/Witchduck Road Interchange and Ramp Extension - Construction Management Services, Norfolk and Virginia Beach, VA

VDOT

Heavy congestion exists from I-64 west to I-264 east at the I-64/I-264 Interchange in Norfolk and Virginia Beach, VA. To relieve this congestion and to improve the traffic operations, VDOT decided to widen the ramp and construct a new system of collector-distributor (CD) roads. The addition of a CD road at the downstream interchanges at Newtown Road and Witchduck Road will have a positive effect on the existing geometry and operation of traffic flow.

Prior to VDOT advertising the I-264/Witchduck Road Interchange and Ramp Extension project in the Hampton Roads District, Gannett Fleming, as a subconsultant, had completed the constructability review on the original design and alternative bridge construction sequencing concepts for the project.

The project originates just prior to the Newtown Road Interchange and continues through to the Witchduck Interchange. The estimated $190 million fast-track project is a continuing joint effort by VDOT and the cities of Norfolk and Virginia Beach with a project goal to improve mobility in-and-along the I-264 corridor. The project improvements consist of grading, drainage, utilities, asphalt pavement, and geotechnical work; and the construction of new bridges; the widening of bridge structures; and the construction of retaining wall/mechanically stabilized earth walls. The project is complex and has many constraints: challenging utility and traffic management movements; seasonally high traffic volumes; various areas with restricted hours of operations; and minimal locations for ingress, egress, access, and staging areas.

We assisted VDOT's District staff with opportunities to improve efficiency in the specific areas of laydown and staging locations; structural placement; traffic management; and wick drains in lieu of pile ground improvements. Our firm also assisted VDOT in its ability to provide constructable projects from quality plans in an effort to reduce changes during the construction process, and assisting in the delivery of the project on time and within budgetary costs. The District also asked for our cost analysis support. We collaborated with them in a cost estimating and analysis workshop to identify significant shortfalls or overruns in the original Engineer's Estimate from the prior phasing plan. We reviewed not only specific details on equipment and quantities, but also areas where risk could be shifted from the client to the contractor by identifying assumptions with specific costs. This led to the District suggesting to add another workshop in the form of a risk management charrette to identify and develop risk management opportunities that would benefit the project and the citizens of Virginia.

GANNETT FLEMING

RELEVANT FEATURES

- Construction Management
- Construction Inspection
- Constructability Reviews
- Construction Documentation
- Cost Estimates

PROJECT COST:
$190M

CONTACT:
Mitch Conner

T. 757.619.2633

PROJECT COMPLETION DATE:
2019



CES CONSULTING

RELEVANT FEATURES
- Construction Management
- Construction Inspection

PROJECT COST:
$6.2M

CONTACT:
Edward Del Rio, DTCI
Construction Manager

T. 571.258.3990

PROJECT COMPLETION DATE:
2022

Round Hill to Franklin Park Trail and Main Street Enhancements, Round Hill, VA

Loudoun County DTCI

The project includes the design and construction of a shared-use path (pedestrian and bicycle) and sidewalk from the center of the Town of Round Hill to Franklin Park in western Loudoun County. The project also includes county management of the Town of Round Hill's Main Street pedestrian and streetscape project. Franklin Park Trail (3,340 lf) will be a multi-use path that connects the center of Round Hill to Franklin Park and will provide a safe pedestrian passage from Town to the Park.

CES provided the fulltime, Lead Inspector for all construction activities. Responsibilities included observing all critical inspection hold points, generating daily reports, assuring approved materials were used, and coordinating a material testing agency for field and laboratory tests.

This Locally Administered Project (LAP) includes federal, state, and local funding. CES worked with the Town representatives that were administering the project observing all construction tasks that were being performed. Further interaction included working on site with Loudoun County representatives as well as the VDOT LAP representative. CES worked closely with Loudoun County staff during the installation of the re-routing of the new waterline and storm sewer improvements (new installation of pipe along with new drop inlet installations).

There are several factors that place a tremendous amount of importance on this contract. For example, the Town has been planning this project for 10 years and it is one of the largest projects in the Town's history. Also, construction of the Main Street Improvements directly impacts the major thoroughfare for the town (thus impacting residents and businesses alike). As such, there is intense focus and scrutiny on the project. Due to how the work was phased, Town residents and business owners were able to physically approach construction staff. CES' Lead Inspector made sure that all measures were in place to maintain pedestrian safety and access to businesses and addressed the questions and concerns of the local citizens in a timely manner.

Furthermore, the contract was awarded to a firm that is new to work in Virginia (and thereby new to VDOT specifications, documentation, and methodology). Understanding the contractor's lack of VDOT experience, the CES lead Inspector anticipated potential pitfalls and brought it up ahead of time to avoid non-conformance issues.





Warrenton Southern Interchange, Warrenton, VA

VDOT

The project involved constructing a grade-separated interchange where U.S. Route 15/17/29 intersects Business U.S. Route 15/17/29 to the west and Lord Fairfax Drive (Route 808) to the east. The limits of the project were from approximately 0.7 miles south of US 15/17/29 Business to approximately 0.8 miles north of the intersection, for a total length of approximately 1.5 miles. The proposed interchange removed the existing traffic signal on the Eastern Bypass, allowing free flow of through traffic. One bridge with two (2) spans supported by two fully integral abutments was proposed to support Lord Fairfax Road over Route 15/17/29 Business over US 15/17/29. Abutment walls and wing walls consisted of Mechanically Stabilized Earth (MSE) with maximum height of about 34.74 ft. Construction began in late 2018 and the interchange was completed in 2020.

DMY provided geotechnical exploration (field and laboratory), bridge foundation evaluation and design (shallow foundation, driven HP pile, drilled shaft), roadway embankment slope stability analyses, cut slope evaluation, pavement design, and prepared two geotechnical reports. DMY also provided geotechnical review and support during the construction (pile driving, abutment subgrade preparation, paving, etc.)

DMY ENGINEERING

RELEVANT FEATURES

- Field and Laboratory Testing
- Geotechnical review and support during construction

PROJECT COST:
$20M

CONTACT:
Jeremy Beck

T. 703.849.0168

PROJECT COMPLETION DATE:
2020

2019-004 REFERENCES (Required)

Provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

1. Ben Coaker, PE | Virginia Department of Transportation
   1401 East Broad Street, 11th Floor, Richmond, VA 23219
   T. 804.371.0661

2. Casey Armstrong | Rockingham County Department of Community Development
   20 East Gay Street, Harrisonburg, VA 22802
   T. 540.564.3030

3. Satish Ari | Virginia Department of Transportation
   1601 Orange Road, Culpeper, VA 22701
   T. 540.829.7395

4. Gabe Brown | Virginia Department of Transportation
   701 VDOT Way, Charlottesville, VA 22911
   T. 434.422.9792

5. Alex Owsiak, PE, Transportation Program Manager, Capital Engineering & Construction
   Stafford County Public Works | 1300 Courthouse Road, Stafford, VA 22554
   T. 540.658.4593

COMPANY NAME Gannett Fleming, Inc.

SIGNATURE _____ DATE 2/24/2022

NAME David Ferrara, CCM TITLE Vice President

6.2.4 AFFILIATED COMPANIES

6.2.4 - AFFILIATED AND/OR SUBSIDIARY COMPANIES

Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. (Affiliate Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms, which are owned by a holding company or a third party, but otherwise, meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.) A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an 11 RFP 01-22ks Planning, Architectural & Engineering Open End Services For Federal Funded Projects individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Affiliated and Subsidiary Companies

Gannett Fleming Subsidiaries	
Ganflec Corporation	207 Senate Ave, Camp Hill, PA 17011
Gannett Fleming of Michigan, Inc.	2890 Carpenter Road, Ann Arbor, MI 48108
Elgood-Mayo Corporation	207 Senate Ave, Camp Hill, PA 17011
Gannett Fleming Investment Corporation	1105 N. Market Street, Suite 1300, Wilmington, DE 19801
Gannett Fleming Project Development Corp.	207 Senate Ave, Camp Hill, PA 17011
Gannett Fleming Sustainable Ventures Corp	207 Senate Ave, Camp Hill, PA 17011
Gannett Fleming International Ltd.	30 DeCastro Street, PO Box 4519, Road Town, Tortola, British Virgin Islands VG1110
Gannett Fleming Canada, ULC	200 Bay Street, Suite 1600 South Tower, Royal Bank Plaza, Toronto, Canada M5J 2J3
Gannett Fleming Management Services, LLC	207 Senate Ave, Camp Hill, PA 17011
Gannett Fleming Valuation and Rate Consultants, LLC	207 Senate Ave, Camp Hill, PA 17011
Gannett Fleming Affiliates	
Gannett Fleming Engineers and Architects, P.C.	207 Senate Ave, Camp Hill, PA 17011
Gannett Fleming Architects, Inc.	207 Senate Ave, Camp Hill, PA 17011
GF Caribe Engineers, P.S.C.	Oriental Center, Suite P1, 254 Munoz Rivera Avenue, San Juan, Puerto Rico 00918
DMY Engineering Consultants, Inc. Affiliates	
DMY Capitol, LLC	2141 P Street NW, Suite 107, Washington, DC 22037

6.2.5 APPROACH AND METHODOLOGY

6.2.5 - PROJECT APPROACH

The Offeror shall provide a written narrative describing the approach/methodology for providing services within the disciplines noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Scope of Services. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy that requirement or discipline.

Team Overview and Qualifications

Since our founding in 1915, **Gannett Fleming, Inc.** has built a reputation for excellence, growing to more than 2,600 employees (including more than 500 CEI professionals) located in more than 60 offices nationally. We have been a driving force in shaping infrastructure and improving communities in more than 65 countries, specializing in architectural design, engineering, and construction management on transportation, water, power, natural resources, and facility-related projects. A results-driven firm, we achieved $628 million in revenue in 2021 and are consistently ranked among the top engineering firms globally. Proud to be ISO 9001:2015 Certified, we are recognized by the industry for our projects, performance, processes, and people. Our firm's vision is to be a driving force in improving our communities and sustaining our world. This pairs with our mission statement, which is to amaze our clients with our quality, innovation, and responsiveness, and become their trusted advisor; promote a rewarding and diverse work environment; and provide a fair return on investment.

ENGINEERING NEWS-RECORD
ANNUAL RANKINGS IN 2021
GANNETT FLEMING

#12 Transportation

Ranked #12 in Engineering News-Record's Top 50 in Transportation, Gannett Fleming has managed billions of dollars' worth of roadway, bridge, and ITS infrastructure construction projects. This experience includes construction engineering, management, and inspection services for newly constructed interstate corridors, complex interstate connections, bridge replacements and rehabilitations, and ITS fiber-optic infrastructure with various components and devices.

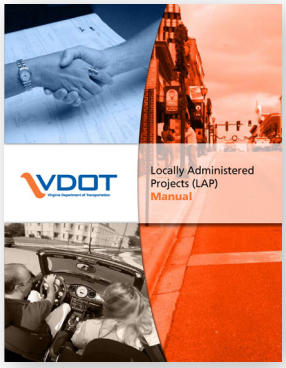
To enhance our team's capabilities, we have partnered with two specialty subconsultants: **CES Consulting, Inc.,** who will supplement our own deep bench of inspectors with staff well-versed in LAP and municipal work, and **DMY Engineering Consultants Inc.,** who will provide their expertise in construction inspection and construction materials testing. *Brief descriptions of each firm follow.*

CES Consulting is a construction management firm driven by a passion for resolving complex construction, time, and cost issues to ensure safe, durable, and compliant transportation infrastructure. The firm employs more than 140 construction managers, inspectors, engineers, and project controls professionals who practice from offices in Dulles and Virginia Beach, Virginia. CES is a DBE and SWaM firm certified by the Virginia Department of Small Business and Supplier Diversity, Unified Certification Program # 690040.



CES has provided CEI services as a subconsultant and prime consultant for well over 300 projects and tasks with construction values between $100K to over $2B for local jurisdictions in Virginia and VDOT. However, most of their revenue is generated by tasks through on-call contracts—roadway and intersection improvements; pedestrian and bicycle facilities; bridge rehabs and replacements; drainage upgrades; and utility relocations—and LAP projects with construction values between $100K and $25M.

Small routine projects are their bread-and-butter, and they are as important to their bottom line as large projects.



LAP and Municipality Expertise, Experience, and Qualifications: CES has substantial experience with locally administered projects (LAP) and has a thorough understanding of the criteria and procedures guided by the LAP manual including requirements for preparing, submitting, and maintaining documentation compliant with federal and state funding requirements. The firm has experience in critical construction and acceptance activities from both local agency and VDOT perspectives including:

- Construction monitoring on behalf of VDOT to document compliance with specifications and legal and regulatory requirements and to educate inspection and local agency staff
- Construction management including inspection; testing; and document, schedule, and cost management
- QA and QC management of LAP design-build projects

DMY Engineering Consultants Inc. (DMY) was founded in 2009 with the mission to provide cost effective engineering solutions to clients throughout the Mid-Atlantic region. DMY is a minority-owned firm (Certified DBE under the Virginia Unified Certification Program - #DB20259665). DMY's expertise lies in providing geotechnical site investigation, drilling, instrumentation, geotechnical design and analysis, laboratory testing, construction materials testing/inspection, facilities and building enclosure services, environmental services, construction management. DMY currently has ten professional engineers and their staff is highly experienced in managing and delivering complex geotechnical and construction testing/inspection projects on time and within budget constraints, and all staff uses a proprietary, web-based electronic management and report delivery system, DMY Manager®, to efficiently manage construction projects. DMY has an in-house drilling division that owns and operates its own drilling rigs, allowing the firm to be on project sites quickly, and to meet the demands of projects with tight deadlines. DMY also has an in-house AASHTO-certified soils and concrete laboratory.

Fauquier County's Needs

Fauquier County is seeking qualified Offerors who are able to provide exceptional work in any or all of the following categories.

4.2 Construction Administration/ Management

Experience and Qualifications of Project Manager and Project Team

Gannett Fleming has assembled an exceptional and experienced team to respond to 4.2 Construction Administration/Management. Led by our **Responsible Charge Engineer, Andrew Li, PE, CCM, PMP**, our **Project Manager, Bill Atkins, CCM**, our **Construction Manager, Donnie Kozanecki, RLA**, and our team has the experience and exceptional qualifications to support Fauquier County in the construction administration/management of Fauquier County's LAP projects.

Bill Atkins is a fully VDOT-certified and Certified Construction Manager with 20+ years of progressively responsible project and construction administration/ management, inspection, and record keeping experience in multiple construction projects, including supporting municipalities LAP programs, throughout the Commonwealth, including direct experience working with Fauquier County. Bill has previously worked for the Virginia Department of Transportation (VDOT) and was responsible for all construction project phases including scope determination, design, right of way, utility relocations, work orders, construction, and final project closeout. He has extensive documentation experience, using Site Manager and PlanGrid to keep daily diaries and process estimates, tracking schedules and budgets, maintaining the Materials Workbook to VDOT standards and ensure all materials have full certification, ensuring all quality assurance and quality control inspection reporting is accurate and complete, and verifying that work meets standards and specifications prior to allowing payment.

For the past five years, Bill has focused exclusively on providing construction management and inspections services in support of local municipal LAP programs and is intimately familiar with VDOT LAP Manual and requirements. He understands that the two biggest contributing factors to the success of VDOT LAP Construction Projects are:

- Experience with LAP projects
- Understanding of LAP reporting requirements

Supporting Bill is a group of On-Call construction managers and inspectors who are intimately familiar with LAP projects and have provided similar scope of services on over 50+ LAP projects. Additionally, many of our staff have direct experience with Fauquier County, including our Construction Manager, Donnie Kozanecki, a previous County employee.

- LAP projects are typically smaller in construction value and require stringent monitor and control efforts during the construction phase.
- Our assigned staff will have stringent measures in place to monitor both construction costs as well as consultant fee costs. Two-week look aheads and monthly burn rates will be used to anticipate expenditures and monitor costs.



Construction Administration and Management of Federally Funded Locally Administered Construction Projects

It is imperative for the consultant team chosen by Fauquier County for this contract to have a solid understanding of the inspection and documentation requirements for projects that receive Local, Federal and State assistance. These requirements must be strictly followed for the County to receive reimbursement funding.

The Gannett Fleming Team has been a prime and subconsultant on Virginia LAP projects and has provided Construction Administration, Management, and Inspection Support to those contracts for over 10 years. Our list of past and present clients on LAPs includes multiple/repeat prime contracts for: Chesterfield County, the Town of Leesburg and Prince William County in Northern Virginia, and the City of Hampton in Hampton Roads. Our Team has held other CM/I contracts with Fairfax County, Hanover County, Henrico County, Chesterfield County, the Town of Blacksburg, and the City of Norfolk.

One of the key VDOT requirements for LAPs is that they have an adequate project delivery system and sufficient accounting control to properly manage LAP funds. Prior to the start of construction, it is important that project controls and documentation requirements be established for the personnel that will provide construction administration and construction inspection oversight. The Gannett Fleming Team is trained in the unique types of documentation needed for LAP funded projects that include certified payrolls, equal employment opportunity (EEO) compliance (including performing Davis Bacon wage rate interviews), labor compliance, disadvantaged business enterprise (DBE) compliance, materials reporting such as a VDOT materials notebook, daily work reports, work order compilation with independent estimates, monthly payment vouchers, quantity verification, shop drawing submittals, requests for information (RFIs), and materials testing frequency.

Another aspect of LAP projects is the requirement to have qualified inspectors with VDOT certifications. Gannett Fleming's team members have the required training and certifications to provide inspection

support on these projects, including, but not limited to, asphalt concrete, hydraulic cement concrete, soils and aggregate, pavement marking, nuclear safety, work zone safety, guardrail, and DEQ certifications.

At the start of the project, the contractor will be required to submit a Source of Materials form (VDOT C-25) to ensure the quality control of materials. Gannett Fleming will verify that all products are from VDOT's pre-approved materials list or that they have received an approval through the appropriate VDOT channels for items needing manufacturer certifications. Our team members will coordinate directly with VDOT's materials division for review of the C-25. During construction, we will provide assurance that the materials are tested and verified in accordance with the established testing procedures and frequencies.

One characteristic of projects that receive State, Federal and/or locality funding is that there are periodic "audits" of the project records by State, Federal and/or Local officials to verify the project complies with the requirements for LAPs. VDOT is responsible for verifying that LAPs are administered properly. Therefore, it is imperative that we maintain regular communication with VDOT's project monitors to eliminate any potential surprises or misunderstandings during these audits. We are very familiar with VDOT's expectations in this regard, and we have established working relationships with VDOT's local representatives performing these oversight duties. The Gannett Fleming Team has a strong track record of successful VDOT audits through our current construction administration and inspection services contracts.

Gannett Fleming's experience on hundreds of LAP, VDOT, and Federal Highway Contracts over the last 20 years implementing Local, Commonwealth of Virginia, and Federal standards and specifications directly for our client puts us in an excellent position to work with Fauquier County to help them to meet those same requirements locally. The Gannett Fleming Team has a very strong understanding of documentation procedures. We are confident that we can continue to assist the Fauquier County with the proper inspection and documentation of its projects to facilitate timely receipt of State and Federal reimbursement.

Approach

Bill Atkins and the Gannett Fleming Team are intimately familiar with the VDOT LAP Manual Chapter 12, 13 and 14 requirements while focusing on Chapter 13 related to Construction Administration, Materials Quality Assurance, Change/Work Orders, and Claims.

Construction Inspection for LAP projects Documentation Key Submittals if applicable and can sometime overlap:

- Materials Quality Assurance Plan (QAP): Develop and submit to VDOT PC/CPM.
- Source of materials C-25: Submit form to VDOT ACE
- Project / Earnings Schedule: Ensure plans to coordinate with VDOT ACE have been made
- Civil Rights Forms: Ensure requirements are met
- Dashboard Update: Include project in VDOT's Dashboard prior to initial reimbursement request.
- Project Diary: Ensure daily diary is maintained
- Materials Notebook: Maintain materials notebook to adequately document all materials on site
- Reimbursement Requests: Ensure all items requested are completed and documented; provide appropriate certification language.
- Final Project Inspection: Invite VDOT to final punchlist inspection and correct any deficiencies noted.

Gannett Fleming understands the complexity of LAP projects, whether large or small, and shall provide the level of detail needed to ensure a successful project from beginning to end. That's why Gannett Fleming feels providing insight early on within the project will further ensure accurate guidance to alleviate any potential project related concerns or issues. Early collaboration with outside agencies or design teams during design review can minimize constructability reviews, potential value engineering, bid form discrepancies, DBE/SWAM conformation, RFI and potential budget overruns.



Through the Gannett Fleming Team's previous work on VDOT and municipal projects, we are familiar with the documentation required to be kept on-site during construction, as well as the way it must be consolidated at the end of the project and submitted to funding agency. We have the systems in place to verify that this documentation is collected and organized properly to facilitate project completion.

Upcoming Potential Projects and Personnel Direct Experience

Fauquier County's capital improvement plan for FY 2021 – FY 2025 shows a robust program focused on capital improvement and maintenance projects. Within multiple Fauquier County Departments, the following programs/projects have been identified as upcoming critical work:

Parks and Recreation

Fauquier County Department of Parks and Recreation uses a combination of local and VDOT funds to complete Safe Routes to School projects, trail project and larger scale sports complexes. Bill and the Gannett Fleming team has experience with these styles of project for different localities as well as specific Fauquier County projects. That is why Gannett Fleming is confident that our team would provide excellent services for the upcoming Safe Routes to School, trail connector projects and river access projects.

Warrenton - Fauquier Airport Projects

Fauquier County's Airport has the potential to become a transportation hub within the County and the surrounding areas. Based on Fauquier County's CIP, the County plans to continue the development of the airport and the surrounding businesses and industrial developments. Anticipated projects include Midland/Airport Area Utility Improvements; Airport Washrack; Design, Construction and Rehabilitation of Runway 15-33; Design of Corporate Apron Phase I & II; and Corporate Access Road Design and Construction. Gannett Fleming understands the importance of keeping the numerous airport projects on budget and on time and to maintain the flow of traffic throughout the airport. Our construction management, inspection and testing staff have experience working with multiple construction contractors to ensure a smooth well-run airport project, whether it be airside or landside.

Gannett Fleming's team consists of project managers, construction managers, construction inspectors, and engineering support staff with tremendous amount of experience to support Fauquier County in the construction of some of their highest priority projects. In fact, our proposed staff have already supported Fauquier on recent high profile projects including: Central Sports Complex in Warrenton with utility infrastructure improvements; and Marshall Main Street project with complex multi-utility undergrounding and numerous sports field lighting projects requiring coordination with multiple electrical companies throughout a number of local government jurisdictions.

Geographic Office Location where Work will be Performed in relation to the Project Locations

Our team will support Fauquier County with offices located within a 45 minute drive from the County. Gannett Fleming will manage this contract from our Fairfax, VA office; CES Consulting maintains an office in Dulles, VA; and DMY Engineering will support this contract from their Chantilly, VA office. The Gannett Fleming Team also has more than 50 CM/I professionals residing within an hour drive to the County who are capable of supporting the County either on a planned or emergency basis.

Offeror's Plan to Respond to Requests for Services and Ability to Complete Any Project Task Orders in a Timely Manner

The Gannett Fleming Team prides ourselves on being 'on-call specialists'. The primary vehicle from which we deliver our services are through on-call contracts in Virginia. Our record speaks for itself and we are able to provide references that can testify to our demonstrated performance in meeting the task order demands of our clients in a timely manner.

Offeror's Willingness to Provide Services on Small Projects for a Reasonable Fee as Determined by the County

It is counterintuitive; but smaller construction projects are arguably more difficult to manage than larger construction projects. The margin of error, in terms of budget and schedule, are typically much tighter. The assigned construction management team must be cognizant of the expenditures of both the contractor team as well as the construction management team. Bill Atkins is acutely aware of these requirements,



having managed small-scale projects (50k-500k) for Fauquier County, Rockingham County, and the Town of Clifton Forge, among others. We understand that on smaller projects, Fauquier County will be under budget constraints and Bill/Gannett Fleming will be committed to partnering with the County to accomplish required tasks as efficiently as possible. Solutions that have worked in the past with municipalities include:

- Part-time Inspectors
- Part-time Materials Book Office Engineer
- Part Construction Manager

The Gannett Fleming Team prides ourselves on being On-Call specialists. We have over 150 construction management and inspection personnel in the Virginia/DC/Maryland region including approximately 30 within 30mins drive to Fauquier County. We understand the types of challenges that Fauquier County faces and are committed to working together to accomplish each task.

Innovation

Gannett Fleming is a proponent of innovation in all we do. For the past decade, our dedication to innovation and finding more efficient ways to manage and improve project performance led to the creation of the Innovation Director position. Our Innovation Director is responsible for driving innovation throughout the firm, constantly challenges us to be creative in developing innovative solutions to traditional civil engineering problems, and holds an annual company-wide innovation contest and potentially providing funding to implement winning submissions. For instance, in 2019, Construction Services submitted the Collaborative Information Virtual Assistant (CIVA). CIVA is a tool that allows field inspections staff to record inspection reports and perform other field activities hands-free. Interacting with the virtual assistant through voice commands, field staff can store date while moving around the job site without cumbersome pads or clipboards.





eConstruction is the use of readily available technology to improve collaboration and inspection efficiency on a construction project. VDOT's recent implementation of tablet based inspection using PlanGrid software and Apple iPads is a prime example. The PlanGrid software allows the plans, contract, specifications, standards, and manuals (MUTCD, Workzone Area Protection Manual, VDOT Inspection Manual, LAP Manual, Virginia Test Methods, etc.) to be preloaded and available digitally on an inspector's iPad. This puts all of the necessary project related information literally at the inspector's fingertips in an easy-to-ready and keyword-searchable format. The software has proven to be intuitive for all levels and generations of inspectors. Whenever an issue occurs on a construction project, the inspector can easily take a photo of it with their iPads, tag the photo to the appropriate plan sheet with the click of a button, and email the photo and plan sheet to the engineer or Fauquier County PM for immediate resolution. This saves time and avoids unnecessary field trips. **A recent VDOT study determined that inspectors using tablets were able to stay on the project watching the contractor for 4 additional hours each week because they no longer had to go back and forth to the field office to review project documentation.** In addition, the ability for inspectors to complete daily diaries on the iPad resulted in over 10 more pictures being taken per inspector each week and reduced the total number of inspector hours on the project because inspectors no longer had to translate field notes into project records. In a report to FHWA, VDOT calculated that tablet-based inspection had a return on investment of over 550%.

The Gannett Fleming team is uniquely positioned to implement all types of innovative technology to manage construction projects. We have done it for clients before and as representatives of VDOT. We understand which technology should be utilized and how to implement it better than anybody else – ultimately leading to cost savings and efficient management of construction projects.

ISO/Quality

Gannett Fleming is committed to quality in all of our services through application of an effective and robust Quality Management System (QMS), certified under the ISO 9001:2015 Standard, that maintains a culture of consistency in work products, continual improvement of our processes, and innovation in our technical solutions. Responsibility for meeting these principles is held at the highest level within the organization to ensure that we achieve the objectives of our projects while bringing high value to our clients.



Professional services that *"meet the requirements of clients..."* is embedded into Gannett Fleming's Quality Policy and our QMS is how we adhere to this policy and its supporting objectives. Doing so prescribes that the organization:

- Instills the value that every employee is responsible for quality
- Promotes a continual improvement and Plan-Do-Check-Act mentality
- Subscribes to annual internal and independent, external surveillance auditing
- Ensures that quality is integral with our workflows, not "bolted on" afterward

At the project level, QMS provisions are incorporated into activities throughout the lifecycle of the assignment beginning with a proposal stage evaluation to confirm sufficient resources, qualifications, and understanding of scope for successful delivery. Prior to initiating work a thorough, documented project plan is developed describing how both quality and risk are to be managed based on scale and complexity of the job. During project execution, technical deliverables undergo multiple layers of formal QC/QA verification performed by independent, qualified reviewers. At completion, the QMS requirements extend through project closeout including a lessons learned analysis focused on identifying opportunities for improvement in the processes used and best practices applied.

Cost Control

Managing Construction Management Costs, Ensuring Efficient Use of Resources

Gannett Fleming has a proven track record effectively using resources, managing cost, and delivering high-quality projects safely on time and within budget. To better manage our resources, we are proposing staff with capabilities to inspect various items of work. The core proposed inspectors are well-versed in both civil and structural work and have expertise in various types of work anticipated for this project.

To manage the cost and effectively use our resources, we will develop a utilization plan that will be tracked on a month-to-month basis and ensure that we assign inspectors only when needed. We will review the contractor baseline schedule and plan our staff assignment based on actual anticipated activities and adjust the level of inspection based on the volume of work being performed. We will track the budget monthly and use the weekly progress meeting and monthly CPM updates to manage our resources and ensure that only needed staff are assigned to the project.

Summary

We have assembled an experienced and incredibly-qualified group of professionals to respond to Discipline 4.2 Construction Administration/Management to support Fauquier County's construction program. We are able to meet all potential scope of work that may arise from this contract.

Finally, we have a long history of working together with CES Consulting in Dulles, Virginia and with DMY Consulting in Chantilly, Virginia. We are extremely excited to potentially partner with Fauquier County, appreciate your consideration, and thank you for your review.



6.2.6 QUALIFICATIONS OF STAFF

6.2.6 - QUALIFICATIONS OF STAFF

Individual resumes describing the representative or representatives on behalf of the Offeror. Resume describing the qualifications, education and experience of personnel to be assigned. Identify persons authorized to represent the Offeror.

Personnel Experience

Our project team offers the County a strong project leadership and management team and a key construction management support team who collectively have extensive experience. The quality of a construction management project depends heavily on the knowledge and expertise of the construction staff.

Gannett Fleming's proposed team is local, allowing for responsive interaction and frequent meetings with County staff during design phases. Our Project Manager and construction inspectors are located in our Fairfax office, approximately 50 minutes from Fauquier County's administration building.

Our construction management personnel work as an extension of our client's staff to represent their interests throughout the phases of the project. We identify the preconstruction requirements including programming, design, agency, and jurisdictional requirements, state, and county approvals and related requirements and develop a schedule for staying on track. We prepare cost estimates during the various design phases to confirm that the project is staying on budget and will make recommendations for modifications or alternates where appropriate. We also perform constructability reviews and identify value engineering ideas, phasing opportunities, and operation and maintenance considerations for the life of the facilities. We work with the design professionals to prepare bid documents and oversee the bidding and award process. During the construction phase, we manage and administer all aspects of the project to adhere to the project contract documents. At substantial completion and prior to occupancy, our comprehensive closeout procedures confirm that the facilities are ready for use and meet the basis of design and all project requirements.



QUALIFICATIONS OF STAFF

Fauquier County

RCE
Andrew Li, PE, CCM, PMP

Project Manager
William "Bill" Atkins, CCM



Construction Manager
Donald "Donnie" Kozanecki, RLA

CONSTRUCTION MANAGEMENT AND FIELD INSPECTION STAFF

Construction Manager
Donald "Donnie" Kozanecki, RLA (GF)

Senior Inspectors
David Harlow, Jr. (GF)
Michael Terhune (GF)
Louis Jarrett (GF)
Antonio Mason (DMY)
Farouk Azad (DMY)

Construction Inspectors
Jeffrey Clegg (GF)
Sokheang Chay, CMIT (CES)
Gregg Leonard (CES)
Ali Raissian (CES)
Jose Cardozo (DMY)
Elijah Hatchett (DMY)

VALUE ENGINEERING AND COST ESTIMATING

Scheduler
Mark Shipotofsky (GF)

Cost Estimator
Vernon Scott (GF)

LEGEND
(GF) - Gannett Fleming Inc.
(CES) - CES Consulting
(DMY) - DMY Engineering Consultants



GANNETT FLEMING

YEARS OF EXPERIENCE:
14

PROFESSIONAL REGISTRATIONS:
PE: Virginia - No. 0402060297;

District of Columbia (Civil) - No. PE909142; Delaware (Civil) - No. 21475

Certified Construction Manager (CCM): Construction Manager Certification Institute (CMCI) - No. 10439

Project Management Professional (PMP): Project Management Institute (PMI) - No. 1811156

EDUCATION:
MS, Applied and Computational Mathematics, Johns Hopkins University, 2018

BS, Civil Engineering, McGill University, 2010

PROFESSIONAL AFFILIATIONS:
- American Council of Engineering Companies (ACEC), 2015
- Maryland Leadership Program
- American Society of Civil Engineers (ASCE)
- Maryland Association of Engineers (MAE)
- County Engineers Association of Maryland (CEAM)

Andrew Li, PE, CCM, PMP
Responsible Charge Engineer (RCE)

Summary of Qualifications and Experience

Andrew serves as Program Manager for Gannett Fleming's Transportation Construction Services in the DelMarVa region and has acted as Responsible Charge Engineer on construction services contracts providing comprehensive construction management and inspection (CM/I) services on multi-year system preservation and capital improvement programs of up to $16.4 billion. He has extensive experience coordinating between design engineers and construction contractors to deliver successful project outcomes on time and within budget.

Relevant Work Experience

CEI Contracts, *Fauquier County, VA, Fauquier County.* Quality Assurance Manager on four separate contracts, including projects under both a County On-Call contract and project-specific contracts. Served as Responsible in Charge for the project-specific CEI contract for Central Sports Complex. Responsibilities included reviewing monthly pay estimates, reviewing and enforcing contractor compliance with construction QA/QC plans, reviewing project documentation, attending progress meetings, recommending solutions to field issues, and coordinating with the County, VDOT, and other project stakeholders.

CEI Services, Culpeper, VA, *Virginia Department of Transportation (VDOT), Culpeper District.* On-Call District-Wide Construction Engineering and Inspection (CEI) in Culpeper District, VA; Scope of work includes managing and providing as-needed staffing for professional engineering and CEI services. Andrew is currently the subconsultant Construction Inspection Coordinator for Contract No.466389 & Contract No. 49385.

Subconsultant Construction Inspection Coordinator (Part-Time) for Gannett Fleming's CMI Division in Virginia. Responsibilities include receiving and reviewing inspection tasks assignments from prime consultant; and hiring, training, assigning, and implementing resources to meet VDOT inspection task requests for CEI services. Coordinating consulting staffing assignments and match task orders, which varied continuously due to workload, budget, priority shifts, and season/weather restrictions. Monitors budgets and schedules of all assigned individual task assignments. Manages and supports a staff of construction managers, inspectors, and engineering support staff as needed for Culpeper District. Oversees quality of services provided and performs corrective actions when quality and service goals are not achieved. Managing and tracking of all equipment assignments, and documentation, as well as staff changes; performance evaluations, audits, and other personnel issues, including filling in as-needed for inspectors' during their absence. Develops and implements staff management plans to coordinate resources across local, statewide, and regional levels across the Mid-Atlantic.

CMI Services in District 3 – Contract No. BCS 2014-13H, Montgomery and Prince George's Counties, MD, *Maryland Department of Transportation, State Highway Administration (MDOT SHA).* $17.75M JV On-Call Contract providing the full gamut of staff augmentation roles (construction management, administration, and inspection) on over $1.5B construction system preservation and capital improvement program.

Construction Inspection Coordinator. Responsible for hiring, training, supervising, and assigning a team of certified inspectors and construction office support staff to provide comprehensive CEI services for various District capital and system preservation projects. Coordinates with District 3 to determine upcoming staff needs and prepare staff to meet those assignments. Assigned total of 15 construction inspectors on upwards of 30 construction contracts valued at $400M to date, including the Construction Manager for one of the first Progressive Design-Builds in the nation, the I-270 Corridor Innovative Congestion Management contract ($100M). Other duties include task order management, tracking DBE goals, construction quality oversight, managing task budgets, and preparing monthly invoices. Similar duties for MDOT SHA Districts 2 and 6, as well as MDOT MDTA On-Call CMI.

CM Services for Federal Aid Preventive Maintenance and Emergency Repairs on Highway Structures, Washington, DC, *District Department of Transportation (DDOT).* IDIQ CM services contract providing staff augmentation CM services for district-wide bridge structure repair task orders. Scope of work includes partial/full depth patching of existing concrete and asphalt decks, repair/replacement of expansion joints, repair/replacement of deteriorated beams, girders, and other structural steel elements, cleaning and painting of repaired areas, underpinning and shoring of deficient structural bridge, and jacking of beams and restoring bearings and bearing pads on piers and abutments.

Part-time Construction Inspector Coordinator and Responsible-in-Charge Engineer responsible for hiring, training, and assigning construction engineering and inspection (CEI) resources, and reporting to DDOT Project Manager regarding each assigned task order progress and potential negative impacts. Oversees construction quality and contractor compliance with contract plans and specifications; quality of CI services provided and performs corrective actions when quality and service goals are not achieved. Each task order requires the inspector's careful review of the task order package, assessment of cost estimates and pay items to be used (could also be time and material), and monitoring compliance with all regulatory permits, including those required for lane closures and work in environmentally sensitive areas.

Construction Central Office Staff Augmentation, Richmond, VA, *VDOT.* Scope of work consists of providing professional engineering services as necessary to support the VDOT Central Office Construction Division during design, procurement, construction, and post construction phases for activities and work packages produced and administered in accordance with the Construction Division functions.

Construction Inspection Coordinator (Part-Time) for Gannett Fleming's CMI Division in Virginia. Responsibilities include receiving and reviewing inspection tasks assignments; and hiring, training, assigning, and implementing resources to meet VDOT inspection task requests for Professional Engineering and CEI services. Coordinating consulting staffing assignments and match task orders, which varied continuously due to workload, budget, priority shifts, and season/weather restrictions. Monitors budgets and schedules of all assigned individual task assignments. Manages and supports a staff of construction managers, inspectors, and engineering support staff as needed for Central Office. Oversees quality of services provided and performs corrective actions when quality and service goals are not achieved. Tasks have included Design-Build CQIP reviews, AASHTOWare and e-Construction IT support, independent cost estimating, support for the new Cost Estimation VDOT Division, and 2022 Asphalt Plan Reviews. Develops and implements staff management plans to coordinate resources across local, statewide, and regional levels across the Mid-Atlantic.

CMI Services for US 301 from Maryland State Line to Levels Road (Section 3), New Castle County, DE, *DelDOT.*The new US 301 provides a four-lane, access-controlled and tolled roadway on a new location. Construction Inspector Coordinator (Part-time) for the construction of the new US 301 All-Electronic Tolling Interstate in New Castle. Coordinated inspection task assignments; hired, trained, assigned, and implemented resources to meet DelDOT construction inspection staffing needs. Andrew has served in a CIC role in (3) three States (VA, MD, DE) and the District of Columbia. He is intimately familiar with the requirements of being a CIC and coordinating construction management and inspection task assignments.



GANNETT FLEMING

YEARS OF EXPERIENCE:
24

CERTIFICATIONS:
- ACI (2024)
- Advanced Work Zone Safety (2022)
- Asphalt Field Level I & II (2025)
- DEQ Dual (2024)
- Guardrail (2022)
- Pavement Marking (2025)
- Slurry Surface (2025)
- Soils & Aggregate (2025)
- Surface Treatment (2025)

EDUCATION:
HS Diploma, Rappahannock County High School, 1990

William "Bill" Atkins, CCM
Project Manager

Summary of Qualifications and Experience

Bill is a Senior Project Manager in Construction Services with 24 years of project and construction management experience, construction inspector coordination, inspection experience, and record keeping experience on Virginia Department of Transportation (VDOT) and locality bridge and roadway design-bid-build and design-build construction projects throughout Virginia. He coordinates all inspector tasks, assignments, and performance.

Relevant Work Experience

On-Call Engineering and Inspection Projects, VA, *Fauquier County Department of General Services.* Construction Inspection Coordinator and Construction Manager on four separate Fauquier County Contracts, including projects under a County On-Call contract and three separate project-specific contracts. Served as inspection coordinator and task manager, coordinating with the County to receive task requests, assigning inspectors to tasks, making certain inspectors were equipped and trained, overseeing all inspections and testing, reviewing project documentation, attending progress meetings, recommending solutions to field issues, and coordinating with project stakeholders. Directly supervised inspectors assigned to tasks, and was solely responsible for assigning those employees to task requests. Coordinated with County personnel to evaluate services and performance of assigned staff, and implemented corrective action as required. Coordinated services of a responsible charge engineer, engineering support staff, project scheduler, and inspectors. Projects included:

- **Cedar Lee Middle School Safe Routes to School Project, Bealeton, VA.** Fauquier County federally funded Local Administered Project (LAP) to provide safe routes to Cedar Lee Middle School. Included a shared-use path, drainage, curb ramp improvements, asphalt, sidewalk, pavement markings, and signage. Project value of $427,000.

- **Central Sports Complex, Warrenton, VA.** Worked on a new sports complex. Work included the construction of access roads, parking lots, playing fields, and walking trails. Project features included mass grading, drainage, erosion and sediment control (E&S), paving, and installation of baseball diamonds and multi-use playing fields on an accelerated schedule requiring multiple inspectors, as well as periods of peak staffing needs. Project value was $11 million.

- **Town of Marshall Main Street Streetscape Project, Marshall, VA.** Streetscape project that included major utility relocations, sidewalk and Americans with Disabilities Act (ADA) features, drainage, and roadway reconstruction. Currently in the preliminary engineering phase. Performed constructability reviews and cost estimating, and prepared to start construction in late 2019 or early 2020. Project value was $5 million.

Hickory Avenue Extension Project, Clifton Forge, VA, *Virginia Department of Transportation (VDOT).* $1.6M federally funded LAP project to construct an extension to existing Hickory Ave. to Route Business 60. The improvements included curb and gutter, grading and paving for a new roadway, storm water drainage, soil nail wall, installing a water detention system, signs, asphalt paving and landscaping.

Part time owner representative. Task performed included overseeing inspection and testing of all construction project elements in accordance with the VDOT Materials Manual of Instructions and the LAP Manual; Coordinated with the Town, VDOT and FHWA to ensure full LAP compliance and quality of work; Facilitated progress and scheduling meetings; performed engineering analysis of field issues and recommended resolution; coordinated engineering support staff; supervised, assigned and implemented inspections assignments.

Rockingham County Reservoir Street Improvements, Rockingham County, VA, *VDOT.* This $4 million project consisted of widening Reservoir Street from two lanes to four lanes with intermittent turn lanes from Stone Spring Road in Rockingham County to the County limits that border the City of Harrisonburg. The improvements included roadway widening, grading, milling/paving, in-plan and out-of-plan utility relocations and coordination, storm water- management, drainage, curb and gutter, signage and pavement markings.

Construction Manager: Bill's tasks performed included the full gamut of consultant Construction Manager duties, including managing the construction elements to assure contractor's compliance with the plans and construction personnel, bid document review, facilitating the Preconstruction conference and progress meetings, reviewing and managing VDOT paperwork and LAP compliance, issuing materials certifications including Locality Tracking (LT) Numbers, reviewing the monthly pay application for VDOT reimbursement, and change order analysis and recommendation. Bill performed schedule reviews including time impact analysis, final walk-through inspection, punchlist development, and VDOT acceptance; project close-out.

I-66 Widening, Haymarket to Gainesville Design-Build, Prince William County, VA, *VDOT.* This $55 million I-66 widening Design-Build project in Prince William County from Haymarket to Gainesville, widened I-66 from four lanes to six lanes with the HOV lane east and west bound. This project included embankment excavation, storm drainage pipe, curb & gutter, sidewalk, shared use path, sanitary sewer, waterline, lighting, six miles of sound wall construction, two new bridges, and new ITS installation.

Construction Manager. Bill was the VDOT Construction Manager and subsequently Consultant Construction Manager on this project from preconstruction to project closeout. Tasks performed included managing the construction elements to assure contractor's compliance with the plans and construction personnel, coordinating with the Design-Build Project Manager, the QC Manager and the Quality Assurance Manager to assure compliance with the approved QA/QC Plan, check the Materials Workbook in accordance with VDOT standards, reviewing field issues and recommending solutions, reviewing work for compliance with plans and specifications, and coordination.

Gloucester Parkway Design-Build, Gloucester County, VA, *VDOT.* This $30 million project consists of ¾ mile extension of Gloucester Parkway connecting Loudoun Parkway to Pacific and Nokes Boulevard and included two new dual 1300' bridges, embankment excavation, drainage, curb and sidewalk, shared use path, sanitary sewer, waterline, two new signalized intersections. The Gloucester bridge over Broad Run has the distinction of being the longest 'jointless' bridge in Virginia, meaning the bridge superstructure and substructure, particularly the girders and bearings, shouldn't require significant maintenance for many decades. The new section of road is four-lanes divided and includes a new share-use path, sidewalk and traffic signals at each end.

As the Construction Manager, Bill managed the construction elements to assure contractor's compliance with the plans and construction personnel, coordinated with the Design-Build Project Manager, the QC Manager, and the Quality Assurance Manager to assure compliance with the approved QA/QC Plan. He was responsible for checking the Materials Workbook in accordance with VDOT standards, reviewing field issues and recommending solution, reviewing work for compliance with plans and specifications, inspection coordination and management of all assigned VDOT and consultant IA/IV inspectors, making recommendations for partial and final contractor payments, monitoring project budget/schedules and recommend adjustments to the Area Construction Engineer. He chaired construction progress meetings, prepared and reviewed analysis on time impact analysis and independent detailed construction estimates.



GANNETT FLEMING

YEARS OF EXPERIENCE:
21

PROFESSIONAL REGISTRATIONS:
Registered Landscape Architect, # 0406001106, Virginia

EDUCATION:
BS, Landscape Architecture, West Virginia, 2001

Donald "Donnie" Kozanecki, RLA
Construction Manager

Summary of Qualifications and Experience

Donnie is a Construction Manager in Construction Services with 21 years of project and construction management experience, construction contractor coordination, Virginia and local procurement experience, and grant funding coordination experience. Coordinates all inspector tasks, assignments, and performance.

Relevant Work Experience

Construction Project Manager, Fauquier County, VA, *Fauquier County Dep. of General Services.* Construction Project Manager within Fauquier County tasked to manage a diverse group of construction related projects. Oversaw and managed projects upward to $15m throughout all design and construction phases. Integral part of bid preparation for all phases and helped ensure compliance with Virginia Purchasing Regulations. Oversaw/worked closely with other Fauquier County departments to provide information for grant applications, reporting and construction regarding VDOT and FHWA grants. Coordinated projects with state, federal and outside agencies including but not limited to VDOT, FHWA, Army Corp of Engineers and utility companies. Entrusted liaison for community outreach addressing citizens concerns ensuring successful project completion to meet citizen needs. Projects included:

- **Pierce Elementary School Safe Routes to School Project, Remington, VA**. Federally funded Local Administered Project (LAP) to provide a safe route to Pierce Elementary School. Included a shared-use path through floodplain connecting an existing shared-use path directly to Pierce Elementary, drainage, asphalt, soil stability through floodplain area, and signage. Project value of $449,000.

- **Warrenton Branch Greenway Trail Project, Warrenton, VA.** Federally funded Local Administered Project (LAP) to provide a paved extension to an existing trail. Included right of way acquisition, an Americans with Disabilities Act (ADA) compliant 4,800 lf shared-use path constructed on top of an old railroad bed, wetland mitigation coordination, utility ductbank with in trail corridor, drainage, asphalt, soil stability measures, and signage. Currently in the close out stage. Project value of $1.1m.

- **Woods of Warrenton Trail Project, Warrenton, VA.** Federally funded Local Administered Project (LAP) to provide a trail system through an wetland bank. Included an Americans with Disabilities Act (ADA) compliant 4,300 lf shared-use path constructed on top of a wetland bank berm, elevated boardwalks over wetland outfalls, wetland mitigation coordination with Army Corp of Engineers, different surface treatments including asphalt, stone and wood, soil stability measures, and signage. Currently in the close out stage. Project value of $836,000.

- **Groundwater Exploration Study, Midland Service District, Fauquier, VA.** This project was to procure a firm to assist in aquifer testing to locate viable wells for the Midland Service District. Included preparing necessary studies to locate potential sites for testing, obtaining right of entries from adjacent property owners for monitoring, drilling observation wells, drawdown testing, analyzing well to turn into production wells. Project value of $350,000.

- **Cedar Lee Middle School Safe Routes to School Project, Bealeton, VA.** Federally funded Local Administered Project (LAP) to provide safe routes to Cedar Lee Middle School. Included a shared-use path along CSX

Railroad, within VDOT right of way and acquired easements, drainage, curb ramp improvements, asphalt, sidewalk, pavement markings, and signage. Project value of $562,000.

- **Central Sports Complex, Warrenton, VA.** Federally and VDOT Recreation Access funded Local Administered Project (LAP) new sports complex. Administrative work included obtaining easements and right of way to meet transportation design criteria. Work included the construction of access roads, parking lots, playing fields, retaining walls, swm/bmp facilities, future utility coordination and walking trails. Project features included mass grading, drainage, erosion and sediment control (E&S), paving, and installation of baseball diamonds and multi-use playing fields. Project value was $15 million.

- **Town of Marshall Main Street Streetscape Project, Marshall, VA.** Federally funded Local Administered Project (LAP) streetscape project that included right of way acquisition, community involvement, major utility relocations, streetscape features, included but not limited to sidewalks in conformance with Americans with Disabilities Act (ADA), decorative signage and roadway lighting, urban tree pit features, drainage, and roadway reconstruction. Currently under construction. Project value was $6.8 million.

Multiple Projects, Prince William, VA, *Prince William Department Parks and Recreation.* Construction Manager on multiple projects include:

- **Pedestrian Bridge Stream Crossing Projects, Prince William County, VA.** This task had multiple layers associated with it. First, it was to procure a design firm to provide approvable drawings for pedestrian bridges located throughout the county, within floodplains, to connect existing rail systems, procure a vendor to supply the bridges and obtain an on-call contract for an experienced bridge installation contractor. The design incorporated bridges ranging ed from 30 foot to 100 foot in length and were a mixture of fiberglass and aluminum materials. Total project value was approximately $1.0 m.

- **Sports Lighting Projects, Prince William County, VA.** The sports lighting project consisted of multiple lighting tasks located throughout Prince William County specifically at different site locations. The lighting project consisted of procuring a sports lighting vendor, assisting in providing design drawing that were specific to approximately five different sites, coordination with respectable utility companies and managing the implementation of lighting projects. Each site had multiple fields that required specific site conditions and field lighting specifications that made them unique. Total project value was approximately $2.1 m.

- **Lake Ridge Park ADA Accessible Canoe and Kayak Launch Project, Lake Ridge, VA.** The canoe and kayak launch was partially funded through the National Park Service and subject to adhering to all applicable guidelines. The canoe and kayak launch was subject to NEPA, outside local government agencies, ADA specifications, and Prince William County guidelines and standards. The project included the construction of ADA accessible sidewalks, raised platforms, gangways leading to the ADA launch. The project was unique as it included product vendors that was both national and international in origin. Project value of $242,000

- **Potomac Heritage National Scenic Trail, Prince William, VA.** The implementation of the trail system throughout Prince William County consisted of numerous sections. The different section each included different design aspects dependent on location and funding source. Wome of the site-specific design criteria included specialized excavation, elevated boardwalks, stream crossings all of which were designed around stringent NEPA guidelines and funding agency specifications. Project value at time of conceptual design or construction was approximately $2.5m.



GANNETT FLEMING

YEARS OF EXPERIENCE:
10

CERTIFICATIONS:
- Virginia DEQ Dual Inspector (E&SC/SWM) (2022)
- VDOT Asphalt Field Level I (2026)
- VDOT Asphalt Field Level II (2026)
- VDOT Soils and Aggregates (2025)
- American Concrete Institute Field Technician (2024)
- VDOT Pavement Marking (2027)
- VDOT Intermediate Work Zone Traffic Control (2025)
- Flagger Certification (2025)
- Work Zone Training for LEO
- VDOT Slurry Seal (2025)
- VDOT Surface Treatment (2025)
- VDOT Guardrail Installation Training (GRIT) (2024)
- OSHA 10-Hr Construction Safety
- Nuclear Gauge Safety Training

EDUCATION:
Associate of Science, Northern Virginia Community College, 2007

David Harlow, Jr.
Senior Construction Inspector

Summary of Qualifications and Experience

David is a Senior Construction Inspector, with 10 years of project and construction inspection experience and record keeping experience on Virginia Department of Transportation (VDOT) and locality bridge and roadway design-bid-build and design-build construction projects throughout Virginia.

Relevant Work Experience

On-Call Engineering and Inspection Projects, VA, *Fauquier County Department of General Services.* (2018-2021) Senior Construction Inspector on Fauquier County Contracts. Duties included managing the construction elements to assure contractor's compliance with the plans; facilitating progress meetings; reviewing and managing VDOT paperwork and LAP compliance; issuing materials certifications including Locality Tracking (LT) Numbers; reviewing the monthly pay application for VDOT reimbursement; change order analysis and recommendation; schedule review including time impact analysis. Projects included:

- **Town of Marshall Main Street Streetscape Project, Marshall, VA.** Streetscape project that included major utility relocations, sidewalk and Americans with Disabilities Act (ADA) features, drainage, and roadway reconstruction. Currently in the preliminary engineering phase. Performed constructability reviews and cost estimating and prepared to start construction in late 2019 or early 2020. Project value was $5 million.

Construction Engineering and Inspection Contract, Culpeper Districtwide, VA, *Virginia Department of Transportation.* Senior Construction Inspector responsible for ensuring compliance with the plans and specifications, MOT and erosion control compliance, reviewing and documenting field changes, assigning assisting inspectors, and coordinating activities with the contractor. Projects included VDOT Route 20 / Route 231 Roundabout Project, Somerset, VA.

Construction Inspection Services – Rockingham County, VA, *Rockingham County Department of Community.* Project Inspector duties include inspection and testing of all project elements in accordance with the VDOT Materials Manual of Instructions and the LAP Manual. Projects included Massanetta Springs Road Reconstruction and Crowe Drive Extension, Harrisonburg, VA.

Quality Control Inspection Services – Various Locations. As a QC inspector responsibility included coordinating with the Lead Inspector to ensure Quality Control services are in compliance with the Design-Build Minimum Standards and Quality Assurance Plan, perform and/or coordinate all QC inspections and testing, inspecting and documenting work for compliance with the approved QA/QC plan, and preparing a detailed daily report. Projects included:

- **VDOT I-395 Express Lanes Extension Design-Build Project, Springfield, VA**
- **VDOT I-66 East Bound Widening Design-Build Project, Falls Church, VA**
- **Heritage Center Parkway/Route 1, Quantico, VA**



GANNETT FLEMING

YEARS OF EXPERIENCE:
45

CERTIFICATIONS:
- VDOT Hydraulic Concrete, Field (2023)
- VDOT Asphalt Concrete, Field Level 1 (2023)
- Virginia DEQ Dual Inspector (E&SC/SWM) (2023)
- VDOT Soils & Aggregates (2023)
- American Concrete Institute Field Technician (2022)
- VDOT Pavement Marking (2023)
- LSIT, Virigina

EDUCATION:
Geology Courses, Virginia Polytechnic Institute & State University, 1973

Michael Terhune
Senior Construction Inspector

Relevant Work Experience

Atkinson Blvd. Bridge LAP Project, Newport News, VA, *City of Newport News.* This $50M project created a new 4-lane road connecting Warwick Blvd and Jefferson Ave. This project consisted of a new 1,742 foot long bridge crossing active CSX railroad tracks, wetlands, and Interstate 64. It is the longest continuous-spec bridge with concrete girders in Virginia. Additionally, elaborate controlled fill and surcharges were present on each end of the bridge to account for expected settlement. This project completed ahead of schedule.

Full-Time Construction Manager/Senior Inspector; Owner's Representative. Managed inspection staff overseeing construction; motivate, mentor, and direct personnel in the performance of their duties.

New River Bridge Replacement Project, Radford, VA, *Virginia Department of Transportation (VDOT).* $50M bridge replacement project. This project replaced two bridges: the northbound Interstate 81 bridge over the New River and the Route 232 bridge over I-81 at exit 105 (Radford).

Full-Time Senior Inspector; Owner's Representative. Provide management-level CEI services under the direction of the VDOT CM. Inspection of all phases of work on project and advise contractor's representative of required actions to ensure conformance with plans, specifications, and the contract. Review daily performance of CEI staff, advising as necessary.

I-95 Express Lanes, Fairfax and Prince William Counties, VA, *VDOT.* The I-95 Express Lanes project is a separate public-private partnership to construct and operate HO/T lanes on a 29-mile (47 km) portion of the existing reversible HOV-3 facility on I-95 and I-395. The project had opened two weeks earlier and operated under the older HOV rules until tolling began. ($1B+ Construction).

Full-Time Lead Quality Control Inspector; Owner's Representative. Coordinate and schedule daily activities for a staff of 18 engineers, inspectors, and technicians responsible for the inspection of all contractors' construction activities. Coordinate daily with design-builder, subcontractors, and VDOT representatives to ensure compliance with specifications, approved vendor submittals, and project documentation. Report nonconformance issues and deficiencies to Resident Engineer and recommend corrective actions. Independently create punch lists of major items; recommend and monitor corrective work in preparation of final acceptance.

Nice Bridge Comprehensive Construction Management and Inspection Services, Charles County, MD, *Maryland Transportation Authority (MDTA).* $463M new bridge and approach roadway project. The Maryland Transportation Authority (MDTA) is replacing the existing NICE/Middleton Bridge with a new bridge that will double the vehicle capacity with four 12-foot-wide lanes; improve safety by installing a barrier-separated median between east- and westbound lanes; adding two-foot shoulders and other improvements meet current safety standards; eliminate lane-shifting safety issues at toll booths by replacement them with all-electronic tolling.

Full-Time Lead Structural Inspector; Owner's Representative. Mike Terhune is one of the premier bridge structural inspectors in the Commonwealth of Virginia and was specifically brought on by the MDTA to lead the structural inspections for the MEGA Bridge Replacement project on the Virginia side. He manages inspection staff overseeing construction; motivate, mentor, and direct personnel in the performance of their duties.



GANNETT FLEMING

YEARS OF EXPERIENCE:
21

CERTIFICATIONS:

- VDOT Soils and Aggregate Compaction
- VDOT Asphalt Field Level I and II
- VDOT Pavement Marking
- VDOT Slurry Surfacing
- VDOT Surface Treatment
- VDOT Int. Work Zone Traffic Control
- OSHA 10-Hr Construction Safety
- ACI Hydraulic Cement Concrete
- Nuclear Gauge Safety Training
- e-RAILSAFE Badge (2023)

EDUCATION:
High School Diploma

Louis Jarrett
Senior Construction Inspector

Relevant Work Experience

Route 630 at Exit 140, Stafford County, VA, *VDOT.* Three-phase $195M construction of three bridges, entrance and exit ramps, and traffic signal upgrade. This project rebuilt the Interstate 95 interchange at Exit 140 (Route 630/Courthouse Road) in Stafford County as a diverging diamond interchange. Quality Control Manager. Ensured that all tasks on the project were completed in accordance with the VDOT approved plans and VDOT Specifications and Standards. Managed inspectors and third-party engineering technicians from testing agencies tasked with performing materials testing. Reviewed material testing results/reports. Responsible for the collection and maintenance of all material tickets and invoices generated on the project and assured that all materials and designs met VDOT requirements and were submitted to VDOT for approval.

Construction Management Services for Construction of the LOU Facility, Stafford County, VA, *Virginia Railway Express.* Construction of a new building for maintenance on locomotives and passenger rail cars. Field Engineer. Responsibilities include inspection of the construction project field operations. Ensures that all material being used in the construction of this facility meets with the project requirement and that all VRE specifications are being met. Provides accurate daily reports of the progress of work and issues that may accrue.

Spotsylvania County Road and Intersection Improvement Project, Spotsylvania County, *Spotsylvania County.* Widening of Route 3 in Spotsylvania County from two lanes in each direction to three lanes in each direction. Work included intersection improvements and installation of new traffic signals. Lead Owner's Representative Inspector.

Route 606 at Exit 118 /I-95 Interchange, Thornburg, VA, *VDOT.* Bridge widening over across I-95 at Exit 118. Work included ramp improvements and installation of new traffic signals. The improvements were made to accommodate current and future traffic demand on secondary roads in the Thornburg area, and to enhance motorist and pedestrian safety. Construction Inspector. Responsibilities included: placement asphalt, ensuring contract's specifications and documentation were followed, documenting contractor performance, equipment, safety issues, and quality of workmanship along with verifying the contractor cost adherence to contract specifications. Also responsible for ensuring four bridges and ramps, one secondary highway, and two secondary roadways were built in accordance with VDOT plans and specifications

Northern Virginia Districtwide Contract II, *VDOT.* Construction inspection services for Northern Virginia District. Construction inspection Coordinator responsible for the performance, training, and actions of the assigned consultant inspection and administration staff within this contract. Made certain that proper contract documentation and task order management were performed, and monthly invoices were submitted in a manner suitable for input into FMS II. Demonstrated the ability to match the inspector staff to assigned task orders; demonstrating knowledge of the duties and responsibilities of an inspector in order to deliver a quality, professional product to local governments as well as Federal Highway Administration (FHWA) and Virginia Department of Transportation.



DMY ENGINEERING

YEARS OF EXPERIENCE:
14

CERTIFICATIONS:
- VDOT Asphalt I & II
- VDOT Guardrail
- VDOT Intermediate Workzone
- Nuclear Gauge Safety
- HAZMAT Certification
- Virginia DEQ - Erosion and Sediment Control

EDUCATION:
AS, Business Management, Northern Virginia Community, 2012

Antonio Mason
Senior Construction Inspector

Relevant Work Experience

Route 7 Bridge Deck Replacement and Widening over Dulles Toll Road (D/B), Fairfax, VA, *VDOT.* Served as QC Senior Inspector for this $45 million design-build project that widened Route 7 from four lanes to six lanes. Mr. Mason worked as QC Senior Field Inspector on this very challenging project with four to five QC Inspectors to provide inspection and testing services during clearing & grubbing, E&S controls, MOT, subgrade preparation, backfill, concrete, guardrail and shotcrete application. Temporary and permanent traffic detours and controls were checked. Inspections of the following structural elements was performed: Bridge deck demo and replacement with new concrete deck and steel girders, micro piles for concrete piers, driven piles for MSE walls and abutments, shoring system with soldier piles and wood lagging, drilled shafts for pedestrian bridge abutments and piers, MSE walls, precast tunnel structures, drainage system, and steel pedestrian bridge. The demolished concrete and steel girders were tested for lead paints and other contaminants before their disposal. Existing concrete piers were rehabilitated by repairing them with shotcrete. All VDOT requirements for design-build projects were followed on this project.

Route 27 over Route 110, Arlington, VA. Served as Senior Inspector. This $32 million Bid/Build project consists of modifying and repairing the Route 27 (Washington Boulevard) bridge over Route 110 (Jefferson Davis Highway) in Arlington County. The bridge was widened by nine feet to 105 feet, to accommodate a 14-foot shared-use path on the east side (10 feet wide on the bridge approaches), and an eight-foot sidewalk on the West. The superstructure was replaced and widened, expanding the length of the bridge to 470 feet by adding two new end spans. The slab vault structure behind the abutments was completely replaced by two new piers and abutments, adding an additional span at each end of the bridge. DMY provided concrete testing services during the project construction for different structural elements.

Rolling Road/Franconia-Springfield Parkway Interchange Improvements, Fairfax County, VA, *VDOT.* This $14 million project consisted of upgrading the loop ramp from Fairfax County Parkway onto Fairfax County Parkway/ Franconia-Springfield Parkway. The inner loop ramp was widened, creating a dual-lane ramp. Other improvements in the intersection included bridge rehabilitation; providing retaining walls and new shoulders. DMY provided the Quality Control inspection and testing services which included MOT, E&S Controls, earthwork, foundations, concrete, asphalt, epoxy and latex modified concrete overlays, and repainting of bridge girders.

Prince William Parkway Widening, Prince William County. Served as Inspector. This design-build project involved widening about 1.8 miles of Prince William Parkway from a four-lane divided to a six-lane divided highway. Other associated improvements include adding/extending turn lanes at a number of intersections, retaining walls, storm-water management facilities, as well as culvert extensions. The cost of this project was approximately $15,000,000. DMY provided engineering services including pavement coring, soil test drilling and sampling, infiltration testing, traffic control, laboratory testing, and geotechnical engineering calculations, analyses and recommendations for roadway embankments, pavements and structures. DMY also provided the Quality Assurance services during the construction phase of the project. All work was performed in accordance with VDOT requirements. DMY worked closely with the project design-build team and the VDOT Materials Division to implement a two-step geotechnical report delivery approach, which kept the project on schedule while meeting the requirements of the VDOT Materials Division.



GANNETT FLEMING

YEARS OF EXPERIENCE:
16

CERTIFICATIONS:

- Soils and Aggregate Field Compaction (2022)
- Asphalt Field Level I & II
- Hydraulic Cement Concrete Field (2022)
- Pavement Marking (2021)
- Slurry Surface (2021)
- Surface Treatment (2021)
- Guardrail Certification (2021)
- Intermediate Work Zone Traffic Control (2022)
- Troxler Nuclear Density

EDUCATION:
High School Diploma

Jeffrey Clegg
Construction Inspector

Relevant Work Experience

Construction Engineering and Inspection Services, (NFO) 9999-967-430, N501 UPC# 112287, Culpeper, VA, *Virginia Department of Transportation (VDOT).* This District-Wide task order construction contract administers Federally-Funded Highway Safety Improvement Projects (HSIP). Types of projects include the full gamut of HSIP-type projects including traffic signals modifications and appurtenances; pavement marking installation and re-trace; upgrades to audible push buttons, and Rectangular Rapid Flashing Beacons throughout the Culpeper District. ($2M construction). Full-Time Construction Inspector; Owner's Representative. Responsible for overseeing multiple asphalt and pavement marking crews.

Staunton Pavement Schedule, Staunton, VA, *VDOT.* Asphalt overlays throughout the Staunton District. Field Representative. Oversees plant mix and surface treatment projects. Inspected and tested all work, oversaw maintenance of traffic. Performed all documentation and wrote a detailed diary daily. Acted as a liaison between the contractor and owner for the review and approval of pay estimates and material requests for the project.

Route 50 Walkway from Annandale Road to Cherry Street, Fairfax, VA, *VDOT.* The scope of this project included the construction of approximately 1,500 linear feet of six-foot wide concrete sidewalk, curb and gutter, pedestrian curb ramp, pavement mill and overlay, pavement markings and signage, storm drainage improvements and pedestrian signal installations. ($1M). Full-time Construction Inspector; Owner's Representative. Covered various contractors' activities on a daily basis and wrote a detailed diary daily. Reviewed environmental and erosion & sediment devices to make sure they were working properly and 100% compliance. Coordinate with the project construction manager on a daily basis to discuss conflicts, field decisions and project status on all activities.

City-Wide ADA Sidewalk Maintenance, Fairfax City, *City of Fairfax.* Identification of non-ADA compliant and subsequent demolition and construction of new ADA compliant sidewalks throughout the City. Construction Management Representative. Performed testing of materials to ensure all work was performed as per plans, specifications and standards. Coordinate with the City to resolve field issues and make adjustments to the ADA sidewalks as necessary taking into consideration of the existing field conditions (traffic signals, streetlights, manholes, APS poles, etc.).

Hillsboro Re-Think 9 Locally Administered Project, *City of Hillsboro.* ReThink9 is a multi-faceted road and infrastructure project that will calm traffic, reduce congestion, and improve pedestrian safety on Route 9 though Hillsboro, as well as bury overhead utilities, provide stormwater management and drinking water and wastewater improvements. 2020 Construction Management Representative. Coordinated with the contractor on a daily basis to discuss conflicts, field decisions and project status on all activities. Performed testing of materials to ensure all work was performed as per plans, specifications and standards. Reviewed environmental devices to make sure they were working properly. Covered and provided oversight of various activities on a daily basis and wrote a detailed diary daily. Additionally, supervised construction of all retaining wall elements.



CES CONSULTING

YEARS OF EXPERIENCE:
5

CERTIFICATIONS:
- Engineer in Training
- VDOT Intermediate Workzone
- Nuclear Gauge Safety
- VDOT Asphalt Level I & II
- VDOT Soils and Aggregate
- VDOT Pavement Marking
- VDOT Hydraulic Concrete Field
- VDOT Slurry Treatment
- VDOT Surface Treatment
- ACI Concrete Field
- GRIT
- DEQ Dual Inspector
- OSHA 10 Hour
- FAA Drone Pilot License

EDUCATION:
BS, Civil Engineering, University of Connecticut, 1994

Sokheang Chay, CMIT
Construction Inspector

Relevant Work Experience

Prince William Parkway Interchange at Realigned Balls Ford Road, Prince William County, *Prince William County DOT.* QA Inspector. This $69M DB LAP project involves realigning a 1.9-mile segment of Balls Ford Road south of its existing intersection. Balls Ford Road on new alignment consists of 4 lanes with sidewalks, a multi-use path, utility relocations, drainage and SWM upgrades, and installation of streetlights and ITS. Sokheang inspected most every component of bridge work and roadway widening operations such as roadway approaches and roadway construction; asphalt and concrete placement; cut and fill, excavation, drainage, earthwork, grading, subgrades, embankment, stormwater management and erosion and sediment controls. He independently coordinated phases of inspection with the contractor; performed soils and concrete materials testing; interacted with VDOT and local agency officials; resolved field issues and made non-engineering adjustments to resolve any discrepancies; and monitored MOT.

Route 7 / Battlefield Parkway Interchange, Leesburg, VA, *VDOT.* Quality Control Inspector. Sokheang conducted QC inspections and testing to support the construction of a modified SPUI to replace a signalized intersection. The project also involved construction of WB and EB auxiliary lanes and cyclist/pedestrian facilities along Battlefield Parkway. Sokheang inspected most every component of construction including the installations of wet and dry utilities, ITS, and street lighting installations. He supervised inspectors; tested soils, asphalt, and concrete; monitored MOT and ESC measures; resolved field issues and made non-engineering adjustments to resolve discrepancies; and identified plan errors. He identified multiple areas with asphalt segregation after asphalt placement. He assessed areas of segregation and recommended 0-2-inch mill and overlay on each location prior to placement of next layer of asphalt pavement, which avoided costly repairs and future maintenance issues.

Northern Virginia District-Wide Infrastructure Maintenance, Fairfax, VA, *VDOT.* Construction Inspector. Sokheang inspected, tested, and documented paving operations associated with resurfacing interstate, primary and secondary roads in Fairfax, Prince William, Loudoun, and Arlington counties. The scope included shoulder widening; full depth reclamation; repatching pavement markings; and reconfiguring roadways with bike lanes and shared use paths. Sokheang inspected paving operations. He evaluated field conditions and made non-engineering adjustments to resolve discrepancies; reviewed MOT; prepared construction estimates; and recommended solutions to field and design issues and coordinated with designers. For example, when he found that roadway conditions did not match the pavement condition rating, he took field measurements; developed a cost estimate; and recommended a pavement treatment type appropriate for the pavement condition, which avoided delays and allowed the paving to be completed on schedule.



Gregg Leonard
Construction Inspector

CES CONSULTING

YEARS OF EXPERIENCE:
4.5

CERTIFICATIONS:
- VDOT Soil & Aggregate Compaction
- VDOT Asphalt Field Level I & II
- VDOT Pavement Marking
- VDOT Slurry Surfacing
- VDOT Surface Treatment
- Nuclear Gauge Safety
- VDOT Intermediate Workzone
- VDOT Guardrail
- OSHA 10- Hour

EDUCATION:
High School Diploma, 1997

Relevant Work Experience

Route 772 Transit Connector Bridge LAP, Loudoun County, *DTCI.* Construction Inspector. Gregg provided inspection and materials testing services for the construction of a 411-foot-long, 3-span, steel-girder bridge over the Dulles Greenway and the Moorfield Boulevard extension to the Croson Lane intersection where a roundabout was constructed to provide a critical connection to the future Route 772 Silver Line Metro Station along with a shared use path. He tested concrete including wet depth checks associated with concrete deck pours and monitored utility duct bank installations and subgrade compaction.

Pavement Marking Placements, Fredericksburg District, *VDOT.* Construction Inspector. Gregg inspected pavement marking placements throughout King George and Spotsylvania counties and Fredericksburg. He coordinated upcoming work and the associated MOT requirements with painting crews; conducted roadway surface moisture tests; and checked wet depth application thickness of the paint and proper glass bead embedment. One of the challenges was controlling vehicular movements on rural roads because drivers often ignored MOT warnings. Not only was this a safety issue, it also impacted the quality of the wet pavement. Some drivers requested reimbursements from VDOT for the removal of paint from their vehicles. Gregg documented tag numbers of those who ignored the MOT and reported them to VDOT so their requests would be denied.

Guardrail Installations and Repairs, Northern Virginia District, *VDOT.* Construction Inspector. Gregg inspected guardrail repairs and new guardrail installations at dozens of locations around the Leesburg area through the Guardrail HIT and upgrades contracts. He reviewed police reports for crash damage; visited the sites to photo document the conditions; prepared repair estimates; and provided the details to VDOT to determine the repair schedule. Gregg closely monitored MOT during repairs, especially when flaggers were required at intersections.

I-95 Southbound Rappahannock River Crossing, Stafford and Spotsylvania Counties, *VDOT.* Construction Inspector. Gregg conducted QC inspection for the construction of this $132 DB project, which adds 3 new SB general-purpose lanes in the median over the Rappahannock River and provides a new commuter parking facility. Maintaining safety and access to the river and a bicycle path within the work area during construction was challenging. Gregg monitored the river and bike path users and communicated path delineations to river and bike path users to ensure their safety during critical construction operations. He inspected the existing bridge wing wall demolition, bridge joint repair, and a cast-in-place concrete culvert.

DMY ENGINEERING

YEARS OF EXPERIENCE:
12

CERTIFICATIONS:
- ACI Concrete I
- VDOT Soils and Aggregate
- VDOT Asphalt I
- VDOT Intermediate Workzone
- VDOT Pavement Marking
- VDOT Guardrail
- Nuclear Gauge Safety
- HAZMAT Certification

EDUCATION:
Wakefield High School, Arlington, VA

Jose Cardozo
Construction Inspector

Relevant Work Experience

South Capitol Street Corridor Project - Frederick Douglass Memorial Bridge, Washington, DC, *DDOT.* Serving as QA Inspector. This Design-Build project calls for replacing the Frederick Douglass Memorial Bridge and transforming related sections of urban freeway into a beautiful scenic boulevard that increases pedestrian and vehicular safety on both sides of the Anacostia River. The project consists of building a new six-lane Frederick Douglass Memorial Bridge, creating a new traffic oval west of the river that connects South Capitol Street, Potomac Avenue and Q Street, SE, reconstructing South Capitol Street as a six-lane boulevard with an improved streetscape from the traffic oval to Independence Avenue SE/SW and an at-grade intersection at M Street, SE, creating a new at-grade traffic circle east of the river that connects South Capitol Street, Suitland Parkway and Howard Road, SE, reconstructing the Suitland Parkway/Interstate 295 interchange, constructing a new Martin Luther King Jr., Avenue and Suitland Parkway interchange Road, SE, increasing bicycle and pedestrian facilities, and improving drainage and storm water management throughout the corridor. Mr. Cardozo is currently working as a QC Inspector on the project site during the initial phases of construction.

Route 7 Bridge Deck Replacement and Widening over Dulles Toll Road (D/B), Fairfax, VA, *VDOT.* Served as QC Inspector for this $45 million design-build project that widened Route 7 from four lanes to six lanes. The decks of the two existing bridges over the Dulles Toll Road (DTR) was replaced and widened in the middle to accommodate one extra lane on each side of the bridges. Mr. Cardozo worked as QC Inspector on this very challenging project to provide inspection and testing services during clearing & grubbing, E&S controls, MOT, subgrade preparation, backfill, concrete, and guardrail and shotcrete application. Temporary and permanent traffic detours and controls were checked. Inspections of the following structural elements was performed: Bridge deck demo and replacement with new concrete deck and steel girders, micro piles for concrete piers, driven piles for MSE walls and abutments, shoring system with soldier piles and wood lagging, drilled shafts for pedestrian bridge abutments and piers, MSE walls, precast tunnel structures, drainage system, and steel pedestrian bridge. The demolished concrete and steel girders were tested for lead paints and other contaminants before their disposal. Existing concrete piers were rehabilitated by repairing them with shotcrete. All VDOT requirements for design-build projects were followed on this project.

I-66 Active Traffic Management (D/B), Fairfax and Prince William Counties, VA, *VDOT.* Served as QC Inspector/ Technician. This $34 million design-build project included installation of an active traffic management system along a 34-mile portion of I-66 through Arlington, Fairfax, and Prince William counties from the Washington, D.C. boundary to Route 29 in Gainesville, VA. DMY worked on this project providing QC inspection and testing services during clearing & grubbing, E&S controls, MOT, subgrade preparation, backfill, asphalt, and concrete placement, and shallow and deep foundation construction. Mr. Cardozo was responsible for the construction materials testing included performed inspections, testing and sampling of soils, aggregates, concrete, and asphalt, communicated daily with site contractors, other technicians and project managers and performed field observation and testing, i.e. installation of underground utilities.

Fairfax County Park Authority On-Call Contract, Fairfax County, VA, *Fairfax County Park Authority.* Serving as Inspector. DMY is providing materials testing and inspections on various County park projects. Mr. Cardozo oversees testing and inspection activities on sites, including scheduling other inspectors and preparing final reports. To date DMY has provided pavement evaluation investigation at Jefferson District Park, construction phase inspections at Monticello Park, construction inspection and testing at Burke Lake Park, and inspections and testing for athletic field lighting at various parks.

DMY ENGINEERING

YEARS OF EXPERIENCE:
5

CERTIFICATIONS:
- ACI Concrete Field Testing Technician
- VDOT Soils & Aggregate
- VDOT Asphalt I & II
- VDOT Pavement Marking
- VDOT Intermediate Workzone
- APNGA Nuclear Gauge Safety
- OSHA 10 Construction

EDUCATION:
AS, Applied Science in Architectural and Civil Engineering Technology, J. Sargeant Reynolds Community College, 2010

Elijah Hatchett
Construction Inspector

Relevant Work Experience

Historic Herndon Phase III, Herndon, VA, *Town of Herndon Task Order Contract.* Served as Senior Inspector. The installation of new brick paver sidewalks along Elden St. from the Station St. intersection to near the Center St. intersection. Telecommunication conduits and electrical conduits for lighting shall be installed along the length of the project. Work shall include associated site work and grading, temporary traffic control, drainage, various streetscape amenities, and the installation of traffic signage. DMY was responsible for the quality assurance/control during construction. As such, we are responsible for adherence to VDOT and Town of Herndon requirements and specifications. DMY is providing onsite inspection and testing services of materials for foundation inspection, soils and aggregate, reinforcing steel, concrete, asphalt and pavement marking and installation of traffic signs. DMY is also responsible for maintaining the materials notebook in accordance with VDOT requirements.

Elden & Monroe Street Intersection, Herndon, VA, *Town of Herndon Task Order Contract.* Served as Senior Inspector for the reconstruction of the existing intersection of Elden Street and Monroe Street. The improvements include a new traffic signal, brick crosswalk with ADA compliant curb ramps, brick sidewalks and revised curb return in the southeast quadrant of the intersection. The project also includes installation of concrete encased PVC conduits for Cox, Verizon, Zayo and Dominion Power.

North Hatcher Avenue Pedestrian Bridge, Purcellville, VA, *Town of Purcellville.* Served as Senior Inspector: This project constructed a sidewalk connection and a bridge/culvert over South Fork Catoctin Creek along North Hatcher Avenue between E. Skyline Drive and Hirst Road in Purcellville.

I-64 Widening and High Rise Bridge Project, Chesapeake, VA, *VDOT.* Serving as Inspector for this $406.6 million design-build widening approximately 8 miles of Interstate I-64 and constructing a new High Rise Bridge adjacent to the existing spans in the Hampton Roads District. Mr. Hatchett is serving as a Quality Control Inspector on this very challenging project with 20 to 25 QC inspectors to provide inspection and testing services during both roadway widening and bridge construction.

I-64 Capacity Improvements Segment III, VA. Served as Inspector for this ongoing $244 million design-build project to widen Interstate 64 from just west of Lightfoot to Marquis Center Parkway in York County. This will extend the three lane section of I-64 from the point where the Segment II section of the project ends west for approximately 8.2 miles. The improvements include the addition of a 12-foot-wide travel lane and 12-foot-wide shoulder in each direction, with pavement reconstruction of the existing lanes. Work includes the repair and widening of four bridges, three major culverts and the replacement of the two Queen's Creek bridges. Mr. Hatchett was a Construction Engineer Inspector for this project. He prepared detailed logs and test summaries, prepared and assisted in performance of soil and rock testing, and prepared and maintained and performed concrete and concrete cylinder testing.

Lorton Road Reconstruction CEI, Lorton, VA. Served as Inspector. The Lorton Road project involved upgrading Lorton Road and Furnace Road from a two-lane roadway system to a realigned four-lane roadway system. Lorton Road was improved from its connection to Ox Road to its intersection with Silverbrook Road. Mr. Hatchett was a Construction Engineer Inspector for this project. He prepared detailed logs and test summaries, prepared and assisted in performance of soil and rock testing, and prepared and maintained and performed concrete and concrete cylinder testing.

6.2.7 EXCEPTIONS

6.2.7 - EXCEPTIONS

Exceptions to RFP: Per the Virginia Public Procurement Act, Section 2.2-4302.2, (A) (3), Offeror's will not be instructed to provide exceptions to the RFP, unless and until Offeror is selected for negotiations. At the time of selection, Offeror shall provide full disclosure of all exceptions to the RFP. Offeror's are expected to prepare all exceptions in advance, in order to be prepared to provide exceptions, promptly, upon request, to facilitate the negotiation process.

Gannett Fleming has no exceptions to the RFP at this time.



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www.gannettfleming.com

FAUQUIER COUNTY, a political subdivision of the Commonwealth of Virginia
Contract MT01-22ksc
Planning, Architectural & Engineering Open End Services for Federally Funded Projects

This Agreement is made and entered into this **1st day of March 2023,** by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and **McCormick Taylor Inc.,** located at **111 Mill Place Parkway, Suite 105 Verona, VA 24482,** hereinafter referred to as "Consultant".

WITNESSETH that the Consultant and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Consultant shall provide A/E Professional Services, As-Required ***Civil Engineering and Traffic/Transportation Planning and Engineering Services*** for Federally Funded Projects to the Owner, as set forth in the Contract Documents with the following exceptions.

COMPENSATION: The Owner will pay, and the Consultant will accept in full consideration for services rendered during the contract term, fees based on the hourly and other rates as attached hereto. Price adjustments may be allowed only as permitted by The Commonwealth of Virginia Department of Transportation most relevant escalation rates. (Current rates attached)

CONTRACT TERM: From date of fully executed contract for a 24-month term, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one-year terms shall be equal to the initial term or $5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to a future term and at a reasonable time (approximately 90 days) prior to contract expiration as mutually agreed upon by both parties in writing.

The contract documents shall consist and in the event of a conflict or ambiguity shall be interpreted in the following order of priority

(1) This signed form, inclusive of agreed to exceptions taken to the General Terms and Instruction to bidders and Contract Provisions including applicable federal funding provisions.
(2) McCormick Taylor current escalation rate and attached revises and VDOT accepted fee schedules
(3) RFP 01-22ks dated 01/28/2022. Add 1 &2 dated 2/24/22 Add 3 dated 3/3/22
(4) Consultant's Proposal dated March 1. 2022, all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

McCormick Taylor. Inc.

By: _____

Title: Patrick J. Guise

Date: 3.24.23

County of Fauquier, a political subdivision of the Commonwealth of Virginia

By: _____

Title: Erin M. Kozanecki, Deputy County Administrator for Fauquier County Board of Supervisors

Date: 3/27/23

APPROVED AS TO FORM

COUNTY ATTORNEY 3/27/23

The following exceptions taken by McCormick Taylor have been agreed to and shall be incorporated into the contract as follows:

Clause 36 of the General Terms, Conditions and instructions to bidders shall be modified in bold print and underlined to read as follows:

INDEMNIFICATION: *Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract* ***or which may otherwise result therefrom, to the extent caused by, and in proportion to, the negligence (whether by error or omission) of the Contractor or his or her employees if any; and the Contractor shall, at his or her own expense, appear, defend (by reimbursement of reasonable attorney's fees and other cost of defense upon a determination that Contractor is liable to provide indemnification under this section 36), and pay all charges*** *of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.*

Paragraph 4.12 "ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES" shall be modified to add in bold print and underlines a NEW sub-clause 4.12.5 to read as follows:

4.12.5 ***'Notwithstanding any clause in this Agreement to the contrary, Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performances of professional services****"*

The Following Required Contract Provision for Airport Improvement Program and for Obligated Sponsors language omitted from the RFP shall be included hereto and become part of the final contract document as required by the FAA for ACIP related contracts for professional Services.
Does not include: A2 – Affirmative Action Requirement, A4 – Buy American Preference, A9—Copeland "Anti-Kickback" Act, A10 – Davis Bacon Requirements, A22 – Right to Inventions,
Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the Sponsor prefers to use different language, the Sponsor's language must fully satisfy the requirements of 2 CFR §§ 200.334 and 200.337.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200. Select either "contractor" or "consultant" as applicable.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Contractor | Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor | Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor | Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor | Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor | Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Use of Provision – MANDATORY TEXT. Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the appropriate general clause and specific clause without modification into the contract, lease, or transfer agreement.
The required clauses for each type of contact are summarized in the table below:

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Clause that is used for all contracts, lease agreements and transfer agreements	Every contract or agreement **regardless of funding source**.	**Error! Reference source not found.**
Clause that is used for general contract agreements	This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 **regardless of funding source**.	**Error! Reference source not found.**
Clause that is used for lease agreements and transfer agreements	This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 **regardless of funding source**.	**Error! Reference source not found.**

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

The Sponsor must include this contract clause in:

1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.

3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

Professional Services – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.
Use of Provision – **MANDATORY TEXT.** Sponsors must incorporate this text without modification.
CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, Sponsor may substitute "bidder/offeror" with "consultant."

Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Use of Provision –

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of **Error! Reference source not found.** is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. The Sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.

2. *Solicitations Relying on Race/Gender Neutral Means* – No mandatory language provided. The language of **Error! Reference source not found.** is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.

3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED**. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race/gender neutral means (i.e., no DBE contract goal). Section 26.13 of 49 CFR establishes mandatory language for contractor assurance. The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. Section 26.29 of 49 CFR requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the

Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor's approved DBE program plan, the Sponsor's revised language must fully satisfy these requirements.

5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. Section 26.53 of 49 CFR prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A12.3.**Error! Reference source not found.**3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

Bid Information Submitted as a matter of **responsiveness**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –
The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at $10,000).
Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally-assisted construction contract. There are two provisions — a construction clause and a specification clause.
The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided*, however, that in the event the contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 USC § 201, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor | Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor | Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Contract Types – The Sponsor must incorporate this provision into all contracts exceeding $100,000.
Use of Provision – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the Sponsor must use. The Sponsor must incorporate this provision without modification.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP Sponsors must incorporate the Prohibition of Segregated Facilities clause (41 CFR § 60-1.8) in any contract containing the Equal Employment Opportunity clause of 41 CFR § 60-1.4. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 1910.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds $10,000.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 CFR part 41.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

The Sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.
Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

> **Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.
>
> **Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Contract Types – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor's contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).
Use of Provision –

> *Termination for Convenience* – No mandatory text provided. The Sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

Termination for Cause – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.
Equipment, Professional Services, and Property – No mandatory text provided. The Sponsor may use their established clause language provided that it adequately addresses the intent of 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).
Contract Types – The trade restriction certification and clause apply to all AIP funded projects.
Use of Provision – **MANDATORY TEXT.** 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of

changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.
Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 USC § 47112.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

To the greatest extent "practicable," Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

Contract Types – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR § 200.322.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.
COMMISSIONER

TO: The Consultant Community

FROM: Dee Audet
Director, Professional Services Procurement Office
Virginia Department of Transportation

Dee Audet

Digitally signed by Dee Audet
Date: 2022.06.15 10:20:38 -04'00'

DATE: June 15, 2022

SUBJECT: Escalation Rates for Professional Services Contracts, July 1, 2022 through June 30, 2023 and Special Adjustment to Escalation Rate for Professional Services Contracts, July 1, 2021 through June 30, 2022

In response to recent inflationary pressures, VDOT is raising the Professional Services Contract Escalation Rate and temporarily suspending the escalation rate range limitation as set forth in Section 4.7.7. of the *Manual for the Procurement and Management of Professional Services*.

The VDOT Professional Services Contract escalation rate for Fiscal Year (FY) 2023 will be 4.2% in accordance with the U.S. Bureau of Labor Statistics, *Employment Cost Index: Wages and Salaries: Private Industry Workers (Table 9)* (April 29, 2022).

Additionally, VDOT is implementing a special adjustment to the Professional Services Contract Escalation rate for Fiscal Year (FY) 2022 as established in the Memorandum dated June 1, 2021. The escalation rate for FY 22 procurements in process will be revised from 1% to 3.5%. This memorandum does not apply to existing contracts unless, at term renewal, both parties agree to modify the contract to comply with this memorandum. To be eligible for such modification, firms shall submit revised rate schedules reflecting the adjusted escalation rates to their respective Contract Administrator. Upon receipt of written approval from the Contract Administrator, firms may bill at the new approved rate at the beginning of the next full billing cycle of the renewal term.

With the exception of the changes set forth herein, VDOT's policies relative to escalation rates, including but not limited to those involving renewals, shall remain in full force and effect.

CCC Revised 8-5-2014

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: American Geotechnical & Environmental Services, Inc.

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/4470 1a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate	145.788	145.788	N/A
Facilities Cost of Capital Rate	N/A	N/A	N/A
Direct Expense Rate	N/A	N/A	N/A
Other Rate:	N/A	N/A	N/A
Other Rate:	N/A	N/A	N/A

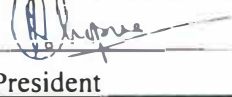
Date of Proposal Preparation: 9/1/2022 Fiscal Period Covered: 1/1/2020 to 12/31/2020

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:  Print Name: Kanwal P. Chopra

Title: President Email: kpchopra@agesinc.com

Date of Certification: 9/1/2022

Please submit this form with your CPA audit report and/or Cognizant agency audit report, by email, as an Adobe® pdf document to VDOT's Assurance and Compliance Office mailbox at ACO@VDOT.Virginia.gov

1765 Greensboro Station Place, Suite 900
McLean, Virginia 22102
Phone: 703-481-9832
www.agesinc.com

American Geotechnical & Environmental Services, Inc.

September 1, 2022

Ms. Natalie Murphy
McCormick Taylor
4951 Lake Brook Drive, Suite 275
Glen Allen, VA 23060

Reference: **Direct Costs by Others – Drilling Subcontractor**
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
Fauquier County Government and Public Schools
Fauquier County, Virginia
RFP #01-22ks
A.G.E.S. FIN: 25-1759733

Dear Ms. Murphy:

American Geotechnical & Environmental Services (A.G.E.S.), Inc. is extremely pleased to join your team as the geotechnical engineering subconsultant for the above referenced project.

The following are recent costs from drilling subcontractors for projects in both Fairfax County and Loudoun County. The drilled subcontractor costs are very specific to the actual tasks and site at which the work will occur, and competitive prices will be obtained for each task order and the work will be billed at cost. The following can be utilized for estimating drilling costs for project task orders in Fauquier County:

Fairfax County (March 2022) – TRC Engineers	
Mobilization / Demobilization	$5,000.00 lump sum
Drilling (Truck or Track Rig with Per Diem)	$2,750.00 / day
Traffic Control (lane closure)	$3,150.00 / day

Loudoun County (July 2021) – Triad Engineering, Inc.	
Mobilization/Demobilization	$2,000.00 lump sum
Drilling (Truck or Track Rig with Per Diem)	$2,068.33 / day
Traffic Control (lane closure)	$2,500.00 / day

We look forward to working with you on this project.

Very truly yours,
American Geotechnical & Environmental Services, Inc.

Adam Marolf, P.E.
Senior Geotechnical Engineer /
Branch Manager (McLean, Virginia)

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0046 0046-B959 American Geotechnical And Environmental Services Inc

(Requested Check Dates 08/26/22 - 08/26/22)

EMPLOYEE NAME / ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS					WITHHOLDINGS		DEDUCTIONS		NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS						
****** 100 PAYROLL**											
Campbell, Mariann...	Regular	34.0000	80.00	2,720.00		Social Security	216.68	401k	211.92	Direct Deposit #	15112
74	Bonus			200.00		Medicare	50.68	Legal Shield	15.65	**Check Amt**	0.00
	Overtime	51.0000	12.00	612.00		Fed Income Tax	516.89	Med FSA EE Pretax	37.03	Chkg 263	2,124.86
						PA Income Tax	107.30	Roth 401k EE	211.92		
						PA Unemploy	2.12				
						PA CECIL-Was T	34.95				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	92.00	3,532.00			930.62		476.52	Net Pay	2,124.86
Durila, Ashley	Regular	18.0000	72.00	1,296.00		Social Security	96.01	Legal Shield	15.65	Direct Deposit #	15121
198	Overtime	27.0000	5.50	148.50		Medicare	22.46	Med FSA EE Pretax	40.00	**Check Amt**	0.00
	Vacation	18.0000	8.00	144.00		Fed Income Tax	55.24			Chkg 458	1,293.16
						PA Income Tax	47.54				
						PA Unemploy	0.95				
						PA CECIL-Was T	15.49				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	85.50	1,588.50			239.69		55.65	Net Pay	1,293.16
Dziagwa, Lauren M	Regular	44.0000	76.50	3,366.00		Social Security	221.09	401k	356.60	Direct Deposit #	15122
162	Bonus			200.00		Medicare	51.70			**Check Amt**	0.00
						Fed Income Tax	484.30			Chkg 456	2,303.03
						PA Income Tax	109.48				
						PA Unemploy	2.14				
						PA CECIL-Was T	35.66				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	76.50	3,566.00			906.37		356.60	Net Pay	2,303.03
Frank, Steven M	Regular	31.0000	93.00	2,883.00		Social Security	206.60	401k	365.00	Direct Deposit #	15126
140	Additional Earnings	3.1500		292.95		Medicare	48.32	Med FSA EE Pretax	3.70	**Check Amt**	0.00
	Overnight Bonus			160.00		Fed Income Tax	447.41			Chkg 985	2,125.30
						PA Income Tax	102.30				
						PA Unemploy	2.00				
						PA CECIL-Was T	33.32				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	93.00	3,335.95			841.95		368.70	Net Pay	2,125.30
Hajdarwish, Ala M	Regular	59.0000	56.00	3,304.00		Social Security	289.19	401k	186.58	Direct Deposit #	15133
72	Vacation	59.0000	24.00	1,416.00		Medicare	67.64	Med FSA EE Pretax	55.55	**Check Amt**	0.00
						Fed Income Tax	243.23			Chkg 067	3,683.14
						PA Income Tax	143.20				
						PA Unemploy	2.83				
						PA CECIL-Was T	46.64				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	80.00	4,720.00			794.73		242.13	Net Pay	3,683.14

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EMPLOYEE NAME / ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS					WITHHOLDINGS		DEDUCTIONS		NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS						
****** 100 PAYROLL (cont.)**											
Lemansky, Michael...	Regular	82.0000	40.00	3,280.00		Social Security	423.95	401k	1,025.69	Direct Deposit # 15138	
28	Bonus			200.00		Medicare	99.15	Med FSA EE Pretax	74.07	**Check Amt**	0.00
	Retro Pay			152.00		Fed Income Tax	1,157.69			Chkg 663	3,847.00
	Vacation	82.0000	40.00	3,280.00		PA Income Tax	209.92				
						PA Unemploy	4.15				
						PA CECIL-Was T	68.38				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	80.00	6,912.00			1,965.24		1,099.76	Net Pay	3,847.00
Madar, Adam J	Regular	47.0000	84.00	3,948.00		Social Security	242.48	Med FSA EE Pretax	37.03	Direct Deposit # 15141	
125						Medicare	56.71	Roth 401k EE	197.40	**Check Amt**	0.00
						Fed Income Tax	621.69			Chkg 122	2,629.14
						PA Income Tax	120.07				
						PA Unemploy	2.37				
						PA CECIL-Was T	39.11				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	84.00	3,948.00			1,084.43		234.43	Net Pay	2,629.14
Marsh, Donna L	Regular	28.0000	70.00	1,960.00		Social Security	143.34			Direct Deposit # 15143	
127	Retro Pay			71.89		Medicare	33.52			**Check Amt**	0.00
	Vacation	28.0000	10.00	280.00		Fed Income Tax	286.85			Chkg 893	1,746.07
						PA Income Tax	70.98				
						PA Unemploy	1.39				
						PA CECIL-Was T	27.74				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	80.00	2,311.89			565.82			Net Pay	1,746.07
Rogers, Donna M	Regular	27.2500	64.00	1,744.00		Social Security	141.28	Legal Shield	11.51	Direct Deposit # 15149	
40	Overtime	40.8750	5.00	204.38		Medicare	33.04	Med FSA EE Pretax	105.55	**Check Amt**	0.00
	Vacation	27.2500	16.00	436.00		Fed Income Tax	197.65			Chkg 013	1,799.17
						PA Income Tax	69.96				
						PA Unemploy	1.43				
						PA CECIL-Was T	22.79				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	85.00	2,384.38			468.15		117.06	Net Pay	1,799.17
Scheller, Jeffrey L	Regular	24.2500	80.00	1,940.00		Social Security	120.28	401k	97.00	Direct Deposit # 15151	
158						Medicare	28.13			**Check Amt**	0.00
						Fed Income Tax	200.08			Chkg 897	1,412.39
						PA Income Tax	59.56				
						PA Unemploy	1.16				
						PA CECIL-Was T	19.40				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	80.00	1,940.00			430.61		97.00	Net Pay	1,412.39

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0046 0046-B959 American Geotechnical And Environmental Services Inc

(Requested Check Dates 08/26/22 - 08/26/22)

EMPLOYEE NAME / ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS					WITHHOLDINGS		DEDUCTIONS		NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS						
****** 100 PAYROLL (cont.)**											
Styler, Mark A	Regular	58.0000	100.00	5,800.00		Medicare	156.33	Med FSA EE Pretax	18.51	Direct Deposit # 15157	
24	Bonus			5,000.00		Fed Income Tax	2,416.04			**Check Amt**	0.00
						PA Income Tax	330.99			Chkg 772	7,546.21
						PA Unemploy	6.48				
						PA CECIL-Was T	323.44				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	100.00	10,800.00			3,235.28		18.51	Net Pay	7,546.21
Tang, Shirley D	Regular	40.0000	65.50	2,620.00		Social Security	198.40	401k	256.00	Direct Deposit # 15158	
142	Vacation	40.0000	14.50	580.00		Medicare	46.40	Roth 401k EE	256.00	**Check Amt**	0.00
						Fed Income Tax	333.14			Chkg 907	1,975.90
						PA Income Tax	98.24				
						PA Unemploy	1.92				
						PA CECIL-Was T	32.00				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	80.00	3,200.00			712.10		512.00	Net Pay	1,975.90
Tittmann, Brian	Regular	41.2500	73.50	3,031.88		Social Security	198.86	Med FSA EE Pretax	92.59	Direct Deposit # 15159	
145	Vacation	41.2500	6.50	268.13		Medicare	46.51	Roth 401k EE	200.00	**Check Amt**	0.00
						Fed Income Tax	150.31			Chkg 639	2,464.39
						PA Income Tax	98.47				
						PA Unemploy	1.98				
						PA CECIL-Was T	44.90				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	80.00	3,300.01			543.03		292.59	Net Pay	2,464.39
Yoshida, Yojiro	Regular	52.0000	82.00	4,264.00		Social Security	264.36	401k	426.40	Direct Deposit # 15163	
75						Medicare	61.83	Legal Shield	7.82	**Check Amt**	0.00
						Fed Income Tax	716.12			Chkg 454	2,609.37
						PA Income Tax	130.90				
						PA Unemploy	2.56				
						PA CECIL-Was T	42.64				
						PA LCECI-Was T	2.00				
	CHECK DATE	08/26/22	82.00	4,264.00			1,220.41		434.22	Net Pay	2,609.37
****** 200 KING OF PRUSSIA**											
Ellinger, Ryan J	Regular	39.0000	40.00	1,560.00		Social Security	203.20	401k	98.32	Direct Deposit # 15167	
119	Bonus			160.00		Medicare	47.52	Med FSA EE Pretax	92.59	**Check Amt**	0.00
	Retro Pay			90.00		Fed Income Tax	285.84			Chkg 721	2,492.01
	Vacation	39.0000	40.00	1,560.00		PA Income Tax	100.62				
						PA Unemploy	2.02				
						PA LUMER-Mon T	2.00				
						PA UPMER-Mon	45.88				
	CHECK DATE	08/26/22	80.00	3,370.00			687.08		190.91	Net Pay	2,492.01

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EMPLOYEE NAME / ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS					WITHHOLDINGS		DEDUCTIONS		NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS						
****** 200 KING OF PRUSSIA (cont.)**											
Giovannitti, E Mi...	Regular	79.0000	110.00	8,690.00		Social Security	340.55	401k	867.15	Direct Deposit # 15168	
19						Medicare	125.74	Med FSA EE Pretax	18.51	**Check Amt**	0.00
						Fed Income Tax	1,833.06			Chkg 144	4,894.86
						PA Income Tax	266.21			Chkg 646	250.00
						PA Unemploy	5.21				
						PA LUMER-Mon T	2.00				
						PA UPMER-Mon	86.71				
	CHECK DATE	08/26/22	110.00	8,690.00			2,659.48		885.66	Net Pay	5,144.86
Hoover, Terri M	Regular	25.5000	80.00	2,040.00		Social Security	124.02	Med FSA EE Pretax	92.59	Direct Deposit # 15169	
149	Retro Pay			52.80		Medicare	29.00	Roth 401k EE	83.71	**Check Amt**	0.00
						Fed Income Tax	164.22			Chkg 553	1,534.59
						PA Income Tax	61.41				
						PA Unemploy	1.26				
						PA LUMER-Mon T	2.00				
	CHECK DATE	08/26/22	80.00	2,092.80			381.91		176.30	Net Pay	1,534.59
Hritz, Kyle D	Regular	28.2500	60.00	1,695.00		Social Security	143.22			Direct Deposit # 15170	
187	Retro Pay			50.00		Medicare	33.50			**Check Amt**	0.00
	Vacation	28.2500	20.00	565.00		Fed Income Tax	230.05			Chkg 030	1,805.82
						PA Income Tax	70.92				
						PA Unemploy	1.39				
						PA LUMER-Mon T	2.00				
						PA UPMER-Mon	23.10				
	CHECK DATE	08/26/22	80.00	2,310.00			504.18			Net Pay	1,805.82
Sahlin, Solveig C	Regular	62.0000	83.00	5,146.00		Social Security	362.89	401k	1,053.53	Direct Deposit # 15175	
60	Vacation	62.0000	12.00	744.00		Medicare	84.87	Med FSA EE Pretax	37.03	**Check Amt**	0.00
						Fed Income Tax	874.62			Chkg 255	3,233.31
						PA Income Tax	179.69				
						PA Unemploy	3.53				
						PA LUMER-Mon T	2.00				
						PA UPMER-Mon	58.53				
	CHECK DATE	08/26/22	95.00	5,890.00			1,566.13		1,090.56	Net Pay	3,233.31
Vahidi, Siavash	Regular	46.5000	84.50	3,929.25		Social Security	337.50	401k	272.17	Direct Deposit # 15178	
168	Bonus			1,500.00		Medicare	78.93	Med FSA EE Pretax	55.56	**Check Amt**	0.00
	Retro Pay			69.75		Fed Income Tax	924.16			Chkg 416	3,658.27
						PA Income Tax	167.11				
						PA Unemploy	3.30				
						PA LUMER-Mon T	2.00				
	CHECK DATE	08/26/22	84.50	5,499.00			1,513.00		327.73	Net Pay	3,658.27
Yuan, Stephen T	Regular	37.5000	31.50	1,181.25		Social Security	206.14	401k	176.00	Direct Deposit # 15180	
131	Retro Pay			81.00		Medicare	48.21			**Check Amt**	0.00

PAYROLL JOURNAL

EMPLOYEE NAME / ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS		DEDUCTIONS		NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS					
****** 200 KING OF PRUSSIA (cont.)**										
Yuan, Stephen T (cont.)										
131										
	Vacation	37.5000	55.00	2,062.50		Fed Income Tax	450.96		Chkg 132	2,337.38
						PA Income Tax	102.07			
						PA Unemploy	1.99			
						PA LUMER-Mon T	2.00			
	CHECK DATE 08/26/22		86.50	3,324.75			811.37	176.00	Net Pay	2,337.38
****** 300 VIRGINIA**										
Booker, Randall N	Regular	44.5000	40.00	1,780.00		Social Security	250.48	401k	181.80	Direct Deposit # 15181
148	Additional Earnings	4.0000		320.00		Medicare	58.58	Legal Shield	7.82	**Check Amt** 0.00
	Bonus #2			160.10		Fed Income Tax	609.05			Chkg 514 2,573.17
	Vacation	44.5000	40.00	1,780.00		MD Income Tax	299.20			Chkg 854 60.00
	CHECK DATE 08/26/22		80.00	4,040.10			1,217.31	189.62	Net Pay	2,633.17
Marolf, Adam J	Regular	81.6500	72.50	5,919.63		Social Security	448.93	401k Loan	434.59	Direct Deposit # 15182
68	Bonus			200.00		Medicare	104.99	Med FSA EE Pretax	185.18	**Check Amt** 0.00
	Vacation	81.6500	16.00	1,306.40		Fed Income Tax	1,497.36			Chkg 096 4,358.49
						VA Income Tax	396.49			
	CHECK DATE 08/26/22		88.50	7,426.03			2,447.77	619.77	Net Pay	4,358.49
Patel, Vishal B	Regular	57.0000	74.00	4,218.00		Social Security	286.57	Med FSA EE Pretax	105.55	Direct Deposit # 15183
128	Bonus			167.69		Medicare	67.02	Roth 401k EE	400.00	**Check Amt** 0.00
	Vacation	57.0000	6.00	342.00		Fed Income Tax	1,049.56			Chkg 279 2,457.16
						MD Income Tax	361.83			
	CHECK DATE 08/26/22		80.00	4,727.69			1,764.98	505.55	Net Pay	2,457.16
COMPANY TOTALS										
24 Person(s)	Regular		1,712.00	78,316.01		Social Security	5,466.02	401k	5,574.16	**Check Amt** 0.00
24 Transaction(s)	Additional Earnings			612.95		Medicare	1,480.78	401k Loan	434.59	Dir Dep 67,214.19
	Bonus			7,627.69		Fed Income Tax	15,745.52	Legal Shield	58.45	
	Bonus #2			160.10		MD Income Tax	661.03	Med FSA EE Pre	1,051.04	
	Overnight Bonus			160.00		PA Income Tax	2,646.94	Roth 401k EE	1,349.03	
	Retro Pay			567.44		PA Unemploy	52.18			
	Overtime		22.50	964.88		VA Income Tax	396.49			
	Vacation		308.00	14,764.03		PA CECIL-Was T	786.46			
						PA LCECI-Was T	28.00			
						PA LUMER-Mon T	14.00			
						PA UPMER-Mon	214.22			
	THIS PERIOD TOTAL		2,042.50	103,173.10			27,491.64	8,467.27	Net Pay	67,214.19

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**September 1, 2022**
Project Title:	**Fauquier County Planning, Architectural and Eng. Open End Services, Federally Funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**American Geotechnical & Environmental Services, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
can Geotechnical & Environmental Servic	145.79%	N/A	N/A	N/A	4/7/2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	September 1, 2022
Project Title:	Fauquier County Planning, Architectural and Eng. Open End Services, Federally Funded Projects
RFP No.:	RFP01-22ks
Consultant:	American Geotechnical & Environmental Services, Inc.

Personnel Class:	Senior Geotechnical Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
	Last Name	First Name, MI	City,State		
	Marolf	Adam, J	McLean, VA	$ 81.65	
	Lemansky	Michael, J.	Canonsburg, PA	$ 82.00	
	Giovannitti	Ernest, M.	King of Prussia, PA	$ 79.00	
	Sahlin	Solveig, C.	King of Prussia, PA	$ 62.00	
			Average:	$ 76.16	

Personnel Class:	Project Geotechnical Engineer / Geologist				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
	Last Name	First Name, MI	City,State		
	Patel	Vishal	McLean, VA	$ 57.00	
	Booker	Randall	McLean, VA	$ 44.50	
	Tittman	Brian	Canonsburg, PA	$ 41.25	
	Madar	Adam, J	Canonsburg, PA	$ 47.00	
	Styler	Mark, A	Canonsburg, PA	$ 58.00	
	Yoshida	Yojiro	Canonsburg, PA	$ 52.00	
	Hajdarwish	Ala, M	Canonsburg, PA	$ 59.00	
	Dziagwa	Lauren	Canonsburg, PA	$ 44.00	
	Tang	Shirley	Canonsburg, PA	$ 40.00	
			Average:	$ 49.19	

Personnel Class:	Staff Geotechnical Engineer / Geologist				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
	Last Name	First Name, MI	City,State		
	Frank	Steven, M	Canonsburg, PA	$ 31.00	
	Yuan	Stephen	King of Prussia, PA	$ 37.50	
	Vahidi	Siavash	King of Prussia, PA	$ 46.50	
	Scheller	Jeffrey, A	Canonsburg, PA	$ 24.25	
			Average:	$ 34.81	

Personnel Class:	Administrative / CAD				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
	Last Name	First Name, MI	City,State		
	Campbell	Marianne	Canonsburg, PA	$ 34.00	
	Marsh	Donna	Canonsburg, PA	$ 28.00	
	Rogers	Donna	Canonsburg, PA	$ 27.25	
	Durila	Ashley	Canonsburg, PA	$ 18.00	
	Hoover	Terri	King of Prussia, PA	$ 25.50	
	Ellinger	Ryan	King of Prussia, PA	$ 37.00	
	Hritz	Kyle	King of Prussia, PA	$ 28.25	

Average:	$	28.29	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	September 1, 2022
Project Title:	Fauquier County Planning, Architectural and Eng. Open End Services, Federally Funded Projects
RFP No.:	RFP01-22ks
Consultant:	American Geotechnical & Environmental Services, Inc.

Personnel Class:					
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1000	Last Name	First Name, MI	City, State		
	Leave Blank				
			Average:		

Personnel Class:					
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
2000	Last Name	First Name, MI	City, State		
2001	Last Name	First Name, MI	City, State		
	Leave Blank				
			Average:		

Personnel Class:					
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
3000	Last Name	First Name, MI	City, State		
3001	Last Name	First Name, MI	City, State		
	Leave Blank				
			Average:		

Personnel Class:					
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
4000	Last Name	First Name, MI	City, State		
4001	Last Name	First Name, MI	City, State		
	Leave Blank				
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**September 1, 2022**
Project Title:	**Fauquier County Planning, Architectural and Eng. Open End Services, Federally Funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**American Geotechnical & Environmental Services, Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Senior Geotechnical Engineer	$ 76.16
Project Geotechnical Engineer / Geologist	$ 49.19
Staff Geotechnical Engineer / Geologist	$ 34.81
Administrative / CAD	$ 28.29

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate

TAB G: Home Office - Rate Schedule

Effective Date:	September 1, 2022
Project Title:	Fauquier County Planning, Architectural and Eng. Open End Services, Federally Funded Projects
RFP No.:	RFP01-22ks
Consultant:	American Geotechnical & Environmental Services, Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.00% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 145.79%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 9.33% 145.788% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Geotechnical Engineer	$ 76.16	1.00%	$ 76.92	$112.15	$0.00	$ 189.07	$ 17.64	$ 206.71	$ 206.71
Project Geotechnical Engineer / Geologis	$ 49.19	1.00%	$ 49.69	$72.44	$0.00	$ 122.12	$ 11.39	$ 133.52	$ 133.52
Staff Geotechnical Engineer / Geologist	$ 34.81	1.00%	$ 35.16	$51.26	$0.00	$ 86.42	$ 8.06	$ 94.48	$ 94.48
Administrative / CAD	$ 28.29	1.00%	$ 28.57	$41.65	$0.00	$ 70.22	$ 6.55	$ 76.77	$ 91.05

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.10% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 145.79%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 9.33% 145.788% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Geotechnical Engineer	$ 76.92	2.10%	$ 78.54	$114.50	$0.00	$ 193.04	$ 18.01	$ 211.05	$ 211.05
Project Geotechnical Engineer / Geologis	$ 49.69	2.10%	$ 50.73	$73.96	$0.00	$ 124.69	$ 11.63	$ 136.32	$ 136.32
Staff Geotechnical Engineer / Geologist	$ 35.16	2.10%	$ 35.90	$52.34	$0.00	$ 88.24	$ 8.23	$ 96.47	$ 96.47
Administrative / CAD	$ 28.57	2.10%	$ 29.17	$42.52	$0.00	$ 71.69	$ 6.69	$ 78.38	$ 92.97

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	September 1, 2022
Project Title:	Fauquier County Planning, Architectural and Eng. Open End Services, Federally Funded Projects
RFP No.:	RFP01-22ks
Consultant:	American Geotechnical & Environmental Services, Inc.

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate	Facilities Cost Cap	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
				80.00%	0.02%				
-		1.10%							
-		1.10%							
-		1.10%							
-		1.10%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate	Facilities Cost Cap	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
				80.00%	0.02%				
-		2.20%							
-		2.20%							
-		2.20%							
-		2.20%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**September 1, 2022**
Project Title:	**Fauquier County Planning, Architectural and Eng. Open End Servic**
RFP No:	**RFP01-22ks**
Consultant:	**American Geotechnical & Environmental Services, Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Geotechnical Laboratory Testing (see attached list)
Geotechnical Drilling Subcontractor (see attached list) - will be billed at cost, typical estimate included

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.
OR
Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**The Berkley Group**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**The Berkley Group**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Andrew D. Williams
Title of Certifying Official:	Chief Executive Director
Signature:	
Date of Certification:	May 25, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	May 25, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	The Berkley Group

Personnel Class:					
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Director				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
2000	Davis	Kelly	Richmond, VA	$ 48.00	
2001	Zehner	Michael	Southern Shores, NC	$ 46.00	
			Average:	$ 47.00	

Personnel Class:	Principal Planner				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
3000	Redfearn	Catherine	Charlottesville, VA	$ 25.00	
3001	Cobb	Rebecca	Charlottesville, VA	$ 41.00	
			Average:	$ 33.00	

Personnel Class:	Planner				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
4000	Mathena	Stephanie	Roanoke, VA	$ 29.00	
4001	Peters	Luke	Richmond, VA	$ 27.00	
4002	Edwards	Lindsay	Richmond, VA	$ 27.00	
4003	Rathor	Shubhangi	Herndon, VA	$ 27.00	
4004	Musso	Christopher	Lynchburg, VA	$ 25.00	
4005	Vanterve	Caroline	Harrisonburg, VA	$ 25.00	
			Average:	$ 26.67	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	May 25, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	The Berkley Group

Personnel Class:					
Empl ID #	**Last Name, Suffix**	**First Name, MI**	**Office Location**	**Enter Hourly Wage Rate**	**Negotiated/Capped Rates**
			Average:		

Personnel Class:	Director				
Empl ID #	**Last Name, Suffix**	**First Name, MI**	**Office Location**	**Enter Hourly Wage Rate**	**Negotiated/Capped Rates**
2000	Davis	Kelly	Richmond, VA	$ 48.00	
2001	Zehner	Michael	Southern Shores, NC	$ 46.00	
			Average:	**$ 47.00**	

Personnel Class:	Principal Planner				
Empl ID #	**Last Name, Suffix**	**First Name, MI**	**Office Location**	**Enter Hourly Wage Rate**	**Negotiated/Capped Rates**
3000	Redfearn	Catherine	Charlottesville, VA	$ 25.00	
3001	Cobb	Rebecca	Charlottesville, VA	$ 41.00	
			Average:	**$ 33.00**	

Personnel Class:	Planner				
Empl ID #	**Last Name, Suffix**	**First Name, MI**	**Office Location**	**Enter Hourly Wage Rate**	**Negotiated/Capped Rates**
4000	Mathena	Stephanie	Roanoke, VA	$ 29.00	
4001	Peters	Luke	Richmond, VA	$ 27.00	
4002	Edwards	Lindsay	Richmond, VA	$ 27.00	
4003	Rathor	Shubhangi	Herndon, VA	$ 27.00	
4004	Musso	Christopher	Lynchburg, VA	$ 25.00	
4005	Vanterve	Caroline	Harrisonburg, VA	$ 25.00	
			Average:	**$ 26.67**	

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**The Berkley Group**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Director	$ 47.00
Principal Planner	$ 33.00
Planner	$ 26.67

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Director	$ 47.00
Principal Planner	$ 33.00
Planner	$ 26.67

TAB G: Home Office - Rate Schedule

Effective Date:	##########
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	The Berkley Group

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.07%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
-		1.10%							
Director	$ 47.00	1.10%	$ 47.52	$52.27	$0.03	$ 99.82	$ 7.98	$ 107.80	
Principal Planner	$ 33.00	1.10%	$ 33.36	$36.70	$0.02	$ 70.09	$ 5.60	$ 75.69	
Planner	$ 26.67	1.10%	$ 26.96	$29.66	$0.02	$ 56.63	$ 4.53	$ 61.16	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.07%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
-		2.20%							
Director	$ 47.52	2.20%	$ 48.56	$53.42	$0.03	$ 102.01	$ 8.16	$ 110.17	
Principal Planner	$ 33.36	2.20%	$ 34.10	$37.51	$0.02	$ 71.63	$ 5.73	$ 77.36	
Planner	$ 26.96	2.20%	$ 27.55	$30.31	$0.02	$ 57.88	$ 4.63	$ 62.51	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate + 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	##########
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**The Berkley Group**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 75.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
-		1.10%							
Director	$ 47.00	1.10%	$ 47.52	$35.64	$0.01	$ 83.16	$ 6.65	$ 89.82	
Principal Planner	$ 33.00	1.10%	$ 33.36	$25.02	$0.01	$ 58.39	$ 4.67	$ 63.06	
Planner	$ 26.67	1.10%	$ 26.96	$20.22	$0.01	$ 47.19	$ 3.77	$ 50.96	

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 75.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
-		2.20%							
Director	$ 47.52	2.20%	$ 48.56	$36.42	$0.01	$ 84.99	$ 6.80	$ 91.79	
Principal Planner	$ 33.36	2.20%	$ 34.10	$25.57	$0.01	$ 59.68	$ 4.77	$ 64.45	
Planner	$ 26.96	2.20%	$ 27.55	$20.66	$0.01	$ 48.22	$ 3.86	$ 52.08	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**The Berkley Group**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.
OR
Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 26, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Precision Measurements, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Precision Measurements, Inc.	181.39%	0.97%			9/16/2021

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 26, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Precision Measurements, Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Alexandra N. Leitz
Title of Certifying Official:	President
Signature:	
Date of Certification:	May 26, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	May 26, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Precision Measurements, Inc.

CONFIDENTIAL INFO (FOR BACK-UP PURPOSES ONLY)

PLEASE REDACT THIS INFORMATION PRIOR TO INSERTING INTO CONTRACT

Personnel Class:	Project Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
437	Torres	Roberto	Chantilly, VA	$ 66.85	
99	Lineberry	Ivan	Virginia Beach, VA	$ 62.50	
			Average:	$ 64.68	

Personnel Class:	Licensed Surveyor				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
437	Torres	Roberto	Chantilly, VA	$ 66.85	
99	Lineberry	Ivan	Virginia Beach, VA	$ 62.50	
			Average:	$ 64.68	

Personnel Class:	Survey Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
465	Thomas	Gary	Newport News, VA	$ 43.27	
417	Dreelin	Travis	Virginia Beach, VA	$ 37.67	
315	Austin	Trent	Richmond, VA	$ 40.87	
			Average:	$ 40.60	

Personnel Class:	Field Coordinator				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
96	Taylor	Christopher	Virginia Beach, VA	$ 37.60	
			Average:	$ 37.60	

Personnel Class:	CADD Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
266	Sivells	Katherine	Virginia Beach, VA	$ 31.00	
57	Thomas	Richard	Newport News, VA	$ 41.10	
			Average:	$ 36.05	

Personnel Class:	Party Chief				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
274	Weikel	Robert	Chantilly, VA	$ 32.45	
168	Harris	Christopher	Richmond, VA	$ 28.31	
310	Upshur	Troy	Richmond, VA	$ 28.39	
			Average:	$ 29.72	

Personnel Class:	Instrument Person				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
463	Broadnax	Octavius	Chantilly, VA	$ 25.00	
409	MacMichael	Taylor	Chantilly, VA	$ 25.00	
476	Bell	Caden	Chantilly, VA	$ 20.00	
			Average:	$ 23.33	

Personnel Class:	2 Person Survey Crew	(=Party Chief + Instrument Person)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 53.05	
			Average:	$ 53.05	

Personnel Class:	3 Person Survey Crew	(=Party Chief + Instrument Person x2)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 76.38	
			Average:	$ 76.38	

Personnel Class:	4 Person Survey Crew	(=Party Chief + Instrument Person x3)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 99.72	
			Average:	$ 99.72	

Personnel Class:	3D Scanner Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
48	Pearce	Stephen	Virginia Beach, VA	$ 57.16	
94	Shannon	Mark	Virginia Beach, VA	$ 31.50	
			Average:	$ 44.33	

Personnel Class:	3D Scanner Crew	(=Scanner Tech x2)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 88.66	
			Average:	$ 88.66	

Personnel Class:	Hydrographic Survey Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
99	Lineberry	Ivan	Virginia Beach, VA	$ 62.50	
438	Hawsey	James	Virginia Beach, VA	$ 35.88	
			Average:	$ 49.19	

Personnel Class:	Hydrographic Survey Crew (Single Beam)	(=Hydro Tech x2)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 98.38	
			Average:	$ 98.38	

Personnel Class:	Drone Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
99	Lineberry	Ivan	Virginia Beach, VA	$ 62.50	
			Average:	$ 62.50	

Personnel Class:	Drone Survey Crew	(=Drone Tech x2)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 125.00	
			Average:	$ 125.00	

Personnel Class:	SUE Project Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
34	Walke	William	Virginia Beach, VA	$ 44.63	
			Average:	$ 44.63	

Personnel Class:	SUE Crew Chief				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
470	Robertson	Ashley	Virginia Beach, VA	$ 36.06	
355	Harrison	John	Virginia Beach, VA	$ 35.00	
			Average:	$ 35.53	

Personnel Class:	SUE Field Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
462	Leary	Lamonte	Virginia Beach, VA	$ 20.00	
355	Harrison	John	Virginia Beach, VA	$ 35.00	
			Average:	$ 27.50	

Personnel Class:	SUE 2 Person Designation Crew	(=SUE Crew Chief + SUE Field Tech)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 63.03	
			Average:	$ 63.03	

Personnel Class:	SUE 2 Person GPR Crew	(=SUE Crew Chief x2)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 71.06	
			Average:	$ 71.06	

Personnel Class:	SUE Test Hole Crew	(=SUE PM + Crew Chief + Feld Tech)			
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
				$ 107.66	
			Average:	$ 107.66	

Personnel Class:	Clerical/Admin				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
421	Holmes	Ashlee	Virginia Beach, VA	$ 24.00	
270	Workman	Virginia	Virginia Beach, VA	$ 23.54	
451	Nash	Paxton	Virginia Beach, VA	$ 20.00	
			Average:	$ 22.51	

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 26, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Precision Measurements, Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	$ 64.68
Licensed Surveyor	$ 64.68
Survey Technician	$ 40.60
Field Coordinator	$ 37.60
CADD Technician	$ 36.05
Party Chief	$ 29.72
Instrument Person	$ 23.33
2 Person Survey Crew	$ 53.05
3 Person Survey Crew	$ 76.38
4 Person Survey Crew	$ 99.72
3D Scanner Technician	$ 44.33
3D Scanner Crew	$ 88.66
Hydrographic Survey Technician	$ 49.19
Hydrographic Survey Crew (Single Beam)	$ 98.38
Drone Technician	$ 62.50
Drone Survey Crew	$ 125.00
SUE Project Manager	$ 44.63
SUE Crew Chief	$ 35.53
SUE Field Technician	$ 27.50
SUE 2 Person Designation Crew	$ 63.03
SUE 2 Person GPR Crew	$ 71.06
SUE Test Hole Crew	$ 107.66
Clerical/Admin	$ 22.51

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate

TAB G: Home Office - Rate Schedule

Effective Date:	May 26, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Precision Measurements, Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 181.39%	Facilities Cost Cap 0.97%	Base Wage Rate	Fee (Profit) 8.00%	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 64.68	1.10%	$ 65.39	$118.60	$0.63	$ 184.63	$ 13.39	$ 198.02	
Licensed Surveyor	$ 64.68	1.10%	$ 65.39	$118.60	$0.63	$ 184.63	$ 13.39	$ 198.02	
Survey Technician	$ 40.60	1.10%	$ 41.05	$74.46	$0.40	$ 115.91	$ 8.41	$ 124.32	
Field Coordinator	$ 37.60	1.10%	$ 38.01	$68.95	$0.37	$ 107.34	$ 7.79	$ 115.12	
CADD Technician	$ 36.05	1.10%	$ 36.45	$66.11	$0.35	$ 102.91	$ 7.46	$ 110.37	
Party Chief	$ 29.72	1.10%	$ 30.04	$54.50	$0.29	$ 84.83	$ 6.15	$ 90.98	
Instrument Person	$ 23.33	1.10%	$ 23.59	$42.79	$0.23	$ 66.61	$ 4.83	$ 71.44	
2 Person Survey Crew	$ 53.05	1.10%	$ 53.63	$97.29	$0.52	$ 151.44	$ 10.98	$ 162.42	
3 Person Survey Crew	$ 76.38	1.10%	$ 77.22	$140.08	$0.75	$ 218.05	$ 15.82	$ 233.86	
4 Person Survey Crew	$ 99.72	1.10%	$ 100.81	$182.87	$0.98	$ 284.66	$ 20.65	$ 305.30	
3D Scanner Technician	$ 44.33	1.10%	$ 44.82	$81.29	$0.43	$ 126.55	$ 9.18	$ 135.73	
3D Scanner Crew	$ 88.66	1.10%	$ 89.64	$162.59	$0.87	$ 253.09	$ 18.36	$ 271.45	
Hydrographic Survey Technician	$ 49.19	1.10%	$ 49.73	$90.21	$0.48	$ 140.42	$ 10.18	$ 150.61	
Hydrographic Survey Crew (Single Beam)	$ 98.38	1.10%	$ 99.46	$180.41	$0.96	$ 280.84	$ 20.37	$ 301.21	
Drone Technician	$ 62.50	1.10%	$ 63.19	$114.62	$0.61	$ 178.42	$ 12.94	$ 191.36	
Drone Survey Crew	$ 125.00	1.10%	$ 126.38	$229.23	$1.23	$ 356.83	$ 25.88	$ 382.71	
SUE Project Manager	$ 44.63	1.10%	$ 45.12	$81.84	$0.44	$ 127.40	$ 9.24	$ 136.64	
SUE Crew Chief	$ 35.53	1.10%	$ 35.92	$65.16	$0.35	$ 101.43	$ 7.36	$ 108.78	
SUE Field Technician	$ 27.50	1.10%	$ 27.80	$50.43	$0.27	$ 78.50	$ 5.69	$ 84.20	
SUE 2 Person Designation Crew	$ 63.03	1.10%	$ 63.72	$115.59	$0.62	$ 179.93	$ 13.05	$ 192.98	
SUE 2 Person GPR Crew	$ 71.06	1.10%	$ 71.84	$130.31	$0.70	$ 202.85	$ 14.71	$ 217.57	
SUE Test Hole Crew	$ 107.66	1.10%	$ 108.84	$197.43	$1.06	$ 307.33	$ 22.29	$ 329.62	
Clerical/Admin	$ 22.51	1.10%	$ 22.76	$41.29	$0.22	$ 64.27	$ 4.66	$ 68.93	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 181.39%	Facilities Cost Cap 0.97%	Base Wage Rate	Fee (Profit) 8.00%	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 65.39	2.20%	$ 66.82	$121.21	$0.65	$ 188.69	$ 13.69	$ 202.37	
Licensed Surveyor	$ 65.39	2.20%	$ 66.82	$121.21	$0.65	$ 188.69	$ 13.69	$ 202.37	
Survey Technician	$ 41.05	2.20%	$ 41.95	$76.10	$0.41	$ 118.46	$ 8.59	$ 127.05	
Field Coordinator	$ 38.01	2.20%	$ 38.85	$70.47	$0.38	$ 109.70	$ 7.96	$ 117.65	
CADD Technician	$ 36.45	2.20%	$ 37.25	$67.56	$0.36	$ 105.17	$ 7.63	$ 112.80	
Party Chief	$ 30.04	2.20%	$ 30.70	$55.69	$0.30	$ 86.70	$ 6.29	$ 92.99	
Instrument Person	$ 23.59	2.20%	$ 24.11	$43.73	$0.23	$ 68.07	$ 4.94	$ 73.01	
2 Person Survey Crew	$ 53.63	2.20%	$ 54.81	$99.43	$0.53	$ 154.77	$ 11.23	$ 166.00	
3 Person Survey Crew	$ 77.22	2.20%	$ 78.92	$143.16	$0.77	$ 222.85	$ 16.16	$ 239.01	
4 Person Survey Crew	$ 100.81	2.20%	$ 103.03	$186.89	$1.00	$ 290.92	$ 21.10	$ 312.02	
3D Scanner Technician	$ 44.82	2.20%	$ 45.80	$83.08	$0.44	$ 129.33	$ 9.38	$ 138.71	
3D Scanner Crew	$ 89.64	2.20%	$ 91.61	$166.17	$0.89	$ 258.66	$ 18.76	$ 277.42	
Hydrographic Survey Technician	$ 49.73	2.20%	$ 50.83	$92.19	$0.49	$ 143.51	$ 10.41	$ 153.92	
Hydrographic Survey Crew (Single Beam)	$ 99.46	2.20%	$ 101.65	$184.38	$0.99	$ 287.02	$ 20.82	$ 307.84	
Drone Technician	$ 63.19	2.20%	$ 64.58	$117.14	$0.63	$ 182.34	$ 13.23	$ 195.57	
Drone Survey Crew	$ 126.38	2.20%	$ 129.16	$234.27	$1.25	$ 364.68	$ 26.45	$ 391.13	
SUE Project Manager	$ 45.12	2.20%	$ 46.11	$83.65	$0.45	$ 130.21	$ 9.44	$ 139.65	
SUE Crew Chief	$ 35.92	2.20%	$ 36.71	$66.59	$0.36	$ 103.66	$ 7.52	$ 111.18	
SUE Field Technician	$ 27.80	2.20%	$ 28.41	$51.54	$0.28	$ 80.23	$ 5.82	$ 86.05	
SUE 2 Person Designation Crew	$ 63.72	2.20%	$ 65.13	$118.13	$0.63	$ 183.89	$ 13.34	$ 197.23	
SUE 2 Person GPR Crew	$ 71.84	2.20%	$ 73.42	$133.18	$0.71	$ 207.31	$ 15.04	$ 222.35	
SUE Test Hole Crew	$ 108.84	2.20%	$ 111.24	$201.78	$1.08	$ 314.09	$ 22.78	$ 336.88	
Clerical/Admin	$ 22.76	2.20%	$ 23.26	$42.19	$0.23	$ 65.68	$ 4.76	$ 70.45	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 26, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**Precision Measurements, Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

Plats	$1,800.00 per plat
Does not include setting monuments; only valid if we have done all the property work	
MOT	At Cost
4 hours minimum per employee, cost based on quote attached	

Test Holes (Survey Not Included)	
0.0'-6.0'	$936.10
6.01'-8.0'	$1,092.12
8.01'-10.0'	$1,391.94
Greater than 10.0'	Hourly

Test Holes (Survey Included)	
0.0'-6.0'	$1,063.26
6.01'-8.0'	$1,240.47
8.01'-10.0'	$1,653.96
Greater than 10.0'	Hourly

Test Hole Permitting	At Cost

Monuments

Only valid if we have done all the property work on the project

Under 6	$1,000
6+	$250 per monument

Alexandra N. Leitz, President

Precision Measurements, Incorporated
Surveying ♦ Mapping ♦ GPS ♦ Hydrographic Surveying ♦ 3-D Scanning

May 26, 2022 *revised 09.01.2022*

Re: Usual & Customary Rates; RFP No.: RFP01-22ks

Precision Measurements, Inc. attests that the non-salary directs for the following items and/or attached list are the usual and customary rates charged to all public and private industry customers within the Commonwealth of Virginia:

1. Plats: $1,800 per plat. Does not include setting monuments; only valid if we have done all the property work on the project.

2. MOT: Subcontracted At Cost
   4 hours minimum per employee based on quote attached.

3. Test Holes: based on table below.

Test Holes (Survey Not Included)	
0.0'-6.0'	$936.10
6.01'-8.0'	$1,092.12
8.01'-10.0'	$1,391.94
Greater than 10.0'	Hourly

Test Holes (Survey Included)	
0.0'-6.0'	$1,063.26
6.01'-8.0'	$1,240.47
8.01'-10.0'	$1,653.96
Greater than 10.0'	Hourly
Test Hole Permitting	At Cost

4. Monuments:
   Only valid if we have done all the property work on the project.

Under 6	$1,000
≥6	$250 per monument

The above referenced and/or attached non-salary direct cost will be charged only when the good or service is utilized on the resultant agreement and with prior approval from the Department.

Alexandra N. Leitz, President — 05/26/2022, *revised 09.01.2022* Date

770 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452 ♦ 11835 Canon Blvd., Suite B103, Newport News, VA 23606
1047 Technology Park Drive, Glen Allen, Virginia 23059 ♦ 4215 Lafayette Center Drive, Suite 2A, Chantilly, Virginia 20151
9005 Chevrolet Drive, Suite 5, Ellicott City, Maryland 21042 ♦ 6750 N. Andrews Ave., Suite 2032, Ft. Lauderdale, FL 33309
www.precisionmeasurements.com

Precision Measurements, Incorporated
Surveying ♦ Mapping ♦ GPS ♦ Hydrographic Surveying ♦ 3-D Scanning

STANDARD FEE SCHEDULE

Plats: $1,800 per plat. Does not include setting monuments; only valid if we have done all the property work on the project.

MOT: Subcontracted At Cost
4 hours minimum per employee based on quote attached.

Test Holes: based on table below.

Test Holes (Survey Not Included)	
0.0'-6.0'	$936.10
6.01'-8.0'	$1,092.12
8.01'-10.0'	$1,391.94
Greater than 10.0'	Hourly

Test Holes (Survey Included)	
0.0'-6.0'	$1,063.26
6.01'-8.0'	$1,240.47
8.01'-10.0'	$1,653.96
Greater than 10.0'	Hourly
Test Hole Permitting	At Cost

Monuments:
Only valid if we have done all the property work on the project.

Under 6	$1,000
≥6	$250 per monument

Effective dates: January 1, 2022 – December 31, 2022; Subject to annual escalation.

770 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452 ♦ 11835 Canon Blvd., Suite B103, Newport News, VA. 23606
1047 Technology Park Drive, Glen Allen, Virginia 23059 ♦ 4215 Lafayette Center Drive, Suite 2A, Chantilly, Virginia 20151
9005 Chevrolet Drive, Suite 5, Ellicott City, Maryland 21042 ♦ 6750 N. Andrews Ave., Suite 2032, Ft. Lauderdale, Fl. 33309
www.precisionmeasurements.com

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Prime Firm	156.00%	0.07%	80.00%	0.02%	3/1/2017
Diversified Property Services, Inc.	110%***		N/A	N/A	N/A

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Instructions:

1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Jeanette Dablock
Title of Certifying Official:	President
Signature:	
Date of Certification:	5/31/2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	September 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Diversified Property Services, Inc.

Personnel Class:	Project Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1021	Anthony	Gina	Timonium, MD	$ 57.69	
1016	Freedman-Breckon	Judy	Timonium, MD	$51.75	
			Average:	$ 54.72	

Personnel Class:	Right of way Agent				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1001	Archer	Jenny	Timonium, MD	$ 42.99	
2001	Ratliff	James	Timonium, MD	$ 47.00	
1022	Hicks	Shelby	Timonium, MD	$ 45.00	
1014	Hammond	Larry	Timonium, MD	$ 50.00	
1017	Scarboro	Aaron	Timonium, MD	$ 45.00	
1018	Murray	Michele	Timonium, MD	$ 41.00	
			Average:	$ 45.17	

Personnel Class:	Relocation				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1004	Carter	Debbie	Timonium, MD	$ 51.00	
1009	Dablock	Jeanette	Timonium, MD		Principal
			Average:	$ 51.00	

Personnel Class:	Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1019	Shakoor	Shanelle	Timonium, MD	$ 41.00	
1008	DeRussey	Amanda	Timonium, MD	$ 25.00	
			Average:	$ 33.00	

No Field office rate required.

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	September 1, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Diversified Property Services, Inc.

Personnel Class:					
Empl ID #	**Last Name, Suffix**	**First Name, MI**	**Office Location**	**Enter Hourly Wage Rate**	**Negotiated/Capped Rates**
1000	not applicable	First Name, MI	City, State	$ 65.00	
	not applicable				
			Average:	**$ 65.00**	

Personnel Class:					
Empl ID #	**Last Name, Suffix**	**First Name, MI**	**Office Location**	**Enter Hourly Wage Rate**	**Negotiated/Capped Rates**
2000	not applicable	First Name, MI	City, State	$ 58.00	
2001	not applicable	First Name, MI	City, State	$ 56.40	
			Average:	**$ 57.20**	

Personnel Class:					
Empl ID #	**Last Name, Suffix**	**First Name, MI**	**Office Location**	**Enter Hourly Wage Rate**	**Negotiated/Capped Rates**
3000	not applicable	First Name, MI	City, State	$ 48.00	
3001	not applicable	First Name, MI	City, State	$ 46.50	
			Average:	**$ 47.25**	

Personnel Class:					
Empl ID #	**Last Name, Suffix**	**First Name, MI**	**Office Location**	**Enter Hourly Wage Rate**	**Negotiated/Capped Rates**
4000	not applicable	First Name, MI	City, State	$ 27.50	
4001	not applicable	First Name, MI	City, State	$ 26.25	
			Average:	**$ 26.88**	

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	$ 54.72
Right of way Agent	$ 45.17
Relocation	$ 51.00
Technician	$ 33.00

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
N/A	N/A

TAB G: Home Office - Rate Schedule

Effective Date:	9/1/2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Diversified Property Services, Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 54.72	1.10%	$ 55.32	$60.85	$0.00	$ 116.18	$ 9.29	$ 125.47	
ROW Agent	$ 45.17	1.10%	$ 45.66	$50.23	$0.00	$ 95.89	$ 7.67	$ 103.56	
Relocation	$ 51.00	1.10%	$ 51.56	$56.72	$0.00	$ 108.28	$ 8.66	$ 116.94	
ROW Technician	$ 33.00	1.10%	$ 33.36	$36.70	$0.00	$ 70.06	$ 5.60	$ 75.67	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 55.32	2.20%	$ 56.54	$62.19	$0.00	$ 118.73	$ 9.50	$ 128.23	
ROW Agent	$ 45.66	2.20%	$ 46.67	$51.33	$0.00	$ 98.00	$ 7.84	$ 105.84	
Relocation	$ 51.56	2.20%	$ 52.70	$57.96	$0.00	$ 110.66	$ 8.85	$ 119.51	
ROW Technician	$ 33.36	2.20%	$ 34.10	$37.51	$0.00	$ 71.60	$ 5.73	$ 77.33	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

No field rate required

TAB H: Field Office - Rate Schedule	
Effective Date:	9/1/2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Diversified Property Services, Inc.

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
not applicable		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
Field office rate not required		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
not applicable	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
Field office rate not required	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
-	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
-	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.
OR
Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

Diversified Property Services, Inc.
20 E Timonium Road
Suite 111
Timonium, MD 21093

June 1, 2022

VDOT- Consultant Procurement Office
1401 East Broad Street
Richmond, VA 23219

Re: Usual and Customary Rates; RFP No. LD20200604

Diversified Property Services, Inc. attest that the non-salary directs for the following items and/or attached list are the usual and customary rates charged to all public and private industry customers within the Commonwealth of Virginia:

1. Mileage-$0.585 per mile (Per IRS mileage rate)
2. UPS postage of offer package- Approx $30
3. USPS Return receipt postage- starting $10 up to $30 depending on size and weight of package

The above referenced and/or attached non-salary direct cost will be charged only when the good or service is utilized on the resultant agreement and with prior approval from the Department.

Additional Comments:

Jeanette Dablock — 6/1/22
President — Date

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Prime Firm	156.00%	0.07%	80.00%	0.02%	3/1/2017
Diversified Property Services, Inc.	110%***		N/A	N/A	N/A

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Jeanette Dablock
Title of Certifying Official:	President
Signature:	
Date of Certification:	May 31, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Personnel Class:	*Project Manager*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1021	Anthony	Gina	Timonium, MD	$ 57.69	
1016	Freedman-Breckon	Judy	Timonium, MD	$51.75	
			Average:	***$ 54.72***	

Personnel Class:	*Right of way Agent*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1001	Archer	Jenny	Timonium, MD	$ 42.99	
2001	Ratliff	James	Timonium, MD	$ 47.00	
1022	Hicks	Shelby	Timonium, MD	$ 45.00	
1014	Hammond	Larry	Timonium, MD	$ 50.00	
1017	Scarboro	Aaron	Timonium, MD	$ 45.00	
1018	Murray	Michele	Timonium, MD	$ 41.00	
			Average:	***$ 45.17***	

Personnel Class:	*Relocation*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1004	Carter	Debbie	Timonium, MD	$ 51.00	
1009	Dablock	Jeanette	Timonium, MD		Principal
			Average:	***$ 51.00***	

Personnel Class:	*Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1019	Shakoor	Shanelle	Timonium, MD	$ 41.00	
1008	DeRussey	Amanda	Timonium, MD	$ 25.00	
			Average:	***$ 33.00***	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1000	not applicable	First Name, MI	City, State	$ 65.00	
	not applicable				
			Average:	***$ 65.00***	

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2000	not applicable	First Name, MI	City, State	$ 58.00	
2001	not applicable	First Name, MI	City, State	$ 56.40	
			Average:	***$ 57.20***	

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
3000	not applicable	First Name, MI	City, State	$ 48.00	
3001	not applicable	First Name, MI	City, State	$ 46.50	
			Average:	***$ 47.25***	

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
4000	not applicable	First Name, MI	City, State	$ 27.50	
4001	not applicable	First Name, MI	City, State	$ 26.25	
			Average:	***$ 26.88***	

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	$ 54.72
Right of way Agent	$ 45.17
Relocation	$ 51.00
Technician	$ 33.00

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate

TAB G: Home Office - Rate Schedule

Effective Date:	9/1/2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Diversified Property Services, Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 54.72	1.10%	$ 55.32	$60.85	$0.00	$ 116.18	$ 9.29	$ 125.47	
ROW Agent	$ 45.17	1.10%	$ 45.66	$50.23	$0.00	$ 95.89	$ 7.67	$ 103.56	
Relocation	$ 51.00	1.10%	$ 51.56	$56.72	$0.00	$ 108.28	$ 8.66	$ 116.94	
ROW Technician	$ 33.00	1.10%	$ 33.36	$36.70	$0.00	$ 70.06	$ 5.60	$ 75.67	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 55.32	2.20%	$ 56.54	$62.19	$0.00	$ 118.73	$ 9.50	$ 128.23	
ROW Agent	$ 45.66	2.20%	$ 46.67	$51.33	$0.00	$ 98.00	$ 7.84	$ 105.84	
Relocation	$ 51.56	2.20%	$ 52.70	$57.96	$0.00	$ 110.66	$ 8.85	$ 119.51	
ROW Technician	$ 33.36	2.20%	$ 34.10	$37.51	$0.00	$ 71.60	$ 5.73	$ 77.33	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	9/1/2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Diversified Property Services, Inc.

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
not applicable		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
Field office rate not required		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
not applicable	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
Field office rate not required	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
-	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
-	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.
OR
Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

Dewberry

Employee Name: JOSHUA J ABREU
Employee #: 585342
Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	62.7	$34.00	$2,131.80	290.9	$9,654.35
ADMIN	8.8	$34.00	$299.20	115.1	$3,829.40
MARKETING	0.5	$34.00	$17.00	0.5	$17.00
ANNUAL LEAVE PAY	8.0	$34.00	$272.00	16.0	$544.00
HOLIDAY PAY	0.0	$0.00	$0.00	8.0	$272.00

Dewberry

Employee Name: KERRY S DESMOND
Employee #: 1000016
Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	62.4	$36.18	$2,257.63	1020.6	$34,939.91
ADMIN	12.6	$36.18	$455.87	192.7	$6,615.15
ANNUAL LEAVE PAY	0.0	$0.00	$0.00	37.2	$1,261.75
PERS LV PAY	5.0	$36.18	$180.90	65.5	$2,285.67
HOLIDAY PAY	0.0	$0.00	$0.00	44.0	$1,500.72

Dewberry

Employee Name: Molly Weingord
Employee #: 1000092
Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	116.0	$41.88	$4,858.08	1416.0	$59,680.68
ADMIN	0.0	$0.00	$0.00	20.5	$840.72
PROPOSALS	0.0	$0.00	$0.00	87.5	$3,491.25
PERS LV PAY	0.0	$0.00	$0.00	39.5	$1,595.85
HOLIDAY PAY	0.0	$0.00	$0.00	44.0	$1,803.36

Dewberry

Employee Name: MOHANAD MAHDI
Employee #: 1000036
Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd

Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	64.0	$78.27	$5,009.28	1045.0	$78,593.40
ADMIN	16.0	$78.27	$1,252.32	182.0	$13,712.64
ANNUAL LEAVE PAY	0.0	$0.00	$0.00	80.0	$5,961.60
PERS LV PAY	0.0	$0.00	$0.00	12.0	$894.24
HOLIDAY PAY	0.0	$0.00	$0.00	44.0	$3,308.88

Dewberry

Employee Name: DINA HANA
Employee #: 1000054

Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	78.5	$45.67	$3,585.09	1072.0	$47,127.51
ADMIN	3.5	$45.67	$159.85	65.0	$2,852.41
ANNUAL LEAVE PAY	0.0	$0.00	$0.00	110.0	$4,923.86
PERS LV PAY	0.0	$0.00	$0.00	60.0	$2,697.96
HOLIDAY PAY	0.0	$0.00	$0.00	44.0	$1,940.36

Dewberry

Employee Name: KARANVEER K KAPANIA
Employee #: 1000045

Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	1.0	$40.29	$40.29	1005.0	$37,286.15
ADMIN	0.0	$0.00	$0.00	8.5	$324.87
PROPOSALS	79.0	$40.29	$3,182.91	302.0	$11,986.75
PERS LV PAY	0.0	$0.00	$0.00	25.5	$941.85
HOLIDAY PAY	0.0	$0.00	$0.00	44.0	$1,651.20

Dewberry

Employee Name: MAX I PARTRIDGE
Employee #: 528444

Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	91.0	$28.08	$2,555.28	1299.0	$34,242.39
ADMIN	0.0	$0.00	$0.00	6.5	$169.07
OVERTIME 0.5	11.0	$14.04	$154.44	99.5	$1,314.72
ANNUAL LEAVE PAY	0.0	$0.00	$0.00	61.0	$1,625.94
PERS LV PAY	0.0	$0.00	$0.00	36.0	$936.36

HOLIDAY PAY	0.0	$0.00	$0.00	44.0	$1,161.00

Dewberry

Employee Name: RAMESHWOR M SHRESTHA
Employee #: 707973
Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	76.0	$33.69	$2,560.44	1289.0	$40,821.41
ADMIN	0.0	$0.00	$0.00	104.0	$3,243.76
OVERTIME 0.5	20.0	$16.85	$336.90	145.0	$2,320.06
ANNUAL LEAVE PAY	24.0	$33.69	$808.56	64.0	$2,076.16
PERS LV PAY	0.0	$0.00	$0.00	3.0	$93.57
HOLIDAY PAY	0.0	$0.00	$0.00	44.0	$1,392.36

Dewberry

Employee Name: Alec W Mondello
Employee #: 1000441
Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	79.0	$40.87	$3,228.73	569.1	$23,259.12
ADMIN	1.0	$40.87	$40.87	35.8	$1,463.13
ANNUAL LEAVE PAY	0.0	$0.00	$0.00	12.0	$490.45
PERS LV PAY	0.0	$0.00	$0.00	8.0	$326.96
HOLIDAY PAY	0.0	$0.00	$0.00	16.0	$653.92

Dewberry

Employee Name: Samuel Marye
Employee #: 1000400
Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	23.7	$34.00	$805.80	264.2	$8,982.80
ADMIN	56.3	$34.00	$1,914.20	479.8	$16,313.20
HOLIDAY PAY	0.0	$0.00	$0.00	16.0	$544.00

Dewberry

Employee Name: Tevin R Parker
Employee #: 1000305
Pay Date: 8/19/2022
Pay Period: 7/30/2022 - 8/12/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	65.0	$53.08	$3,450.20	918.0	$47,643.84
ADMIN	0.0	$0.00	$0.00	21.0	$1,086.68
PROPOSALS	15.0	$53.08	$796.20	133.0	$6,972.84
ANNUAL LEAVE PAY	0.0	$0.00	$0.00	8.0	$413.44
PERS LV PAY	0.0	$0.00	$0.00	16.0	$849.28
HOLIDAY PAY	0.0	$0.00	$0.00	24.0	$1,251.52

Dewberry

Employee Name: NICOLE E DEAN
Employee #: 459482

Pay Date: 8/5/2022
Pay Period: 7/16/2022 - 7/29/2022

Employer Name: Dewberry Engineers Inc.
Employer Phone: 703.214.7063
Employer Address: 8401 Arlington Blvd
Fairfax, VA 22031

	Current			YTD	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings					
DIRECT	33.0	$37.21	$1,227.93	1031.0	$36,052.29
ADMIN	0.0	$0.00	$0.00	21.0	$735.81
MARKETING	0.0	$0.00	$0.00	17.5	$642.78
ANNUAL LEAVE PAYOUT	60.5	$37.21	$2,251.83	60.5	$2,251.83
ANNUAL LEAVE PAY	5.0	$37.21	$186.05	89.5	$3,163.50
PERS LV PAY	2.0	$37.21	$74.42	37.0	$1,307.18
HOLIDAY PAY	0.0	$0.00	$0.00	44.0	$1,550.84

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Prime Firm	156.00%	0.07%	80.00%	0.02%	3/1/2017
Subconsultant	156.00%	0.07%	80.00%	0.02%	4/1/2017
Dewberry Engineers Inc.	161.23%	N/A	136.74%	N/A	Submitted 5/31/2022

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official: Wendy Koritko

Title of Certifying Official: Corporate Controller

Signature: _____

Date of Certification: May 31, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	May 25, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Dewberry Engineers Inc.

Personnel Class:	Project Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
21770	Gardner	Gary	Gainesville, VA	$ 87.02	
362268	Longo	Paul	Fairfax, VA	$ 74.93	
99147	McKeown	Emily	Gainesville, VA	$ 71.28	
756090	Flowers	Randall	Fairfax, VA	$ 81.34	
225585	Sirna	Wayne	Fairfax, VA	$ 69.83	
			Average:	$ 76.88	

Personnel Class:	Sr. Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
430332	Asiedu	Kwaku	Fairfax, VA	$ 56.25	
294970	Brandt	Kelsey	Fairfax, VA	$ 58.13	
303440	Wynne	Shelley	Fairfax, VA	$ 52.89	
12059	Campbell	Heather	Fairfax, VA	$ 63.66	
84661	Curtis	Andrew	Fairfax, VA	$ 63.46	
549914	Kuntz	Emily	Fairfax, VA	$ 60.10	
147316	Litchfield	Doug	Gainesville, VA	$ 51.53	
973389	Parker	Tevin	Fairfax, VA	$ 51.68	
99199	Sobecke	Elizabeth	Gainesville, VA	$ 59.62	
731693	Holmes	Jake	Gainesville, VA	$ 50.62	
22001	De La Vega	Alvaro	Gainesville, VA	$ 59.61	
428869	Helm	Brett	Richmond, VA	$ 56.25	
			Average:	$ 56.98	

Personnel Class:	Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
615930	Kapania	Kumar	Fairfax, VA	$ 38.22	
807163	Leonard	Matthew	Fairfax, VA	$ 38.37	
976215	Mondello	Alec	Fairfax, VA	$ 40.87	
916835	Stinson	Regis	Fairfax, VA	$ 40.62	
668308	Weingord	Molly	Fairfax, VA	$ 39.90	
118552	Shimer	Nick	Gainesville, VA	$ 43.75	
519501	Baumgartner	Lora	Gainesville, VA	$ 43.51	
247124	Bere	Carmen	Fairfax, VA	$ 53.36	
459548	Forster	Sam	Fairfax, VA	$ 49.29	
			Average:	$ 43.10	

Personnel Class:	Jr. Engineer/CADD Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
11955	Tran	Hia	Fairfax, VA	$ 46.46	
224469	Doulis	John	Fairfax, VA	$ 41.45	
530500	Geertsema	Ben	Fairfax, VA	$ 36.15	
949784	Veres	Austin	Fairfax, VA	$ 37.49	
949739	McCoy	Bryan	Fairfax, VA	$ 37.25	
799886	Logan	Lauren	Gainesville, VA	$ 37.74	
936545	Helfrich	Emma	Gainesville, VA	$ 37.25	
502294	Kline, Jr.	Jerry	Gainesville, VA	$ 38.51	
592556	Custard	Hanna	Gainesville, VA	$ 34.86	
797127	Edwards	Carly	Gainesville, VA	$ 34.25	
975545	Marye	Samuel	Gainesville, VA	$ 34.00	
604879	Desmond	Kerry	Gainesville, VA	$ 34.86	
585342	Abreu	Joshua	Gainesville, VA	$ 34.00	

619268	Hana	Dina	Gainesville, VA	$	43.75	
964326	Purchiaroni	Frank	Fairfax, VA	$	48.31	
668079	Acosta	Stephanie	Fairfax, VA	$	38.93	
459482	Dean	Nicole	Fairfax, VA	$	34.81	
			Average:	***$***	***38.24***	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	May 25, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Dewberry Engineers Inc.

Personnel Class:	Construction Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
612950	Mahdi	Ned	Gainesville, VA	$ 74.52	
			Average:	$ 74.52	

Personnel Class:	Senior Inspector				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
707973	Shrestha	Rameshwor	Gainesville, VA	$ 33.69	
			Average:	$ 33.69	

Personnel Class:	Inspector				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
528444	Partridge	Max	Gainesville, VA	$ 28.08	
			Average:	$ 28.08	

Personnel Class:					
Empl ID #	Lost Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	$ 76.88
Sr. Engineer	$ 56.98
Engineer	$ 43.10
Jr. Engineer/CADD Technician	$ 38.24

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Construction Manager	$ 74.52
Senior Inspector	$ 33.69
Inspector	$ 28.08

TAB G: Home Office - Rate Schedule

Effective Date:	May 25, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Dewberry Engineers Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 161.23%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 76.88	1.10%	$ 77.72	$125.32	$0.00	$ 203.04	$ 15.92	$ 218.96	$ 218.96
Sr. Engineer	$ 56.98	1.10%	$ 57.61	$92.88	$0.00	$ 150.49	$ 11.80	$ 162.29	$ 162.29
Engineer	$ 43.10	1.10%	$ 43.57	$70.25	$0.00	$ 113.83	$ 8.92	$ 122.75	$ 122.75
Jr. Engineer/CADD Technician	$ 38.24	1.10%	$ 38.66	$62.33	$0.00	$ 100.99	$ 7.92	$ 108.91	$ 108.91

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 161.23%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 77.72	2.20%	$ 79.43	$128.07	$0.00	$ 207.51	$ 16.27	$ 223.77	$ 223.77
Sr. Engineer	$ 57.61	2.20%	$ 58.88	$94.93	$0.00	$ 153.80	$ 12.06	$ 165.86	$ 165.86
Engineer	$ 43.57	2.20%	$ 44.53	$71.80	$0.00	$ 116.33	$ 9.12	$ 125.45	$ 125.45
Jr. Engineer/CADD Technician	$ 38.66	2.20%	$ 39.51	$63.70	$0.00	$ 103.21	$ 8.09	$ 111.31	$ 111.31

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 136.74%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Construction Manager	$ 74.52	1.10%	$ 75.34	$103.02	$0.00	$ 178.36	$ 14.27	$ 192.63	$ 230.30
Senior Inspector	$ 33.69	1.10%	$ 34.06	$46.57	$0.00	$ 80.64	$ 6.45	$ 87.09	$ 104.12
Inspector	$ 28.08	1.10%	$ 28.39	$38.82	$0.00	$ 67.21	$ 5.38	$ 72.58	$ 86.78
-		1.10%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 136.74%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Construction Manager	$ 75.34	2.20%	$ 77.00	$105.29	$0.00	$ 182.28	$ 14.58	$ 196.87	$ 235.36
Senior Inspector	$ 34.06	2.20%	$ 34.81	$47.60	$0.00	$ 82.41	$ 6.59	$ 89.00	$ 106.41
Inspector	$ 28.39	2.20%	$ 29.01	$39.67	$0.00	$ 68.69	$ 5.49	$ 74.18	$ 88.69
-		2.20%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.
OR
Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Prime Firm	156.00%	0.07%	80.00%	0.02%	3/1/2017
Subconsultant	156.00%	0.07%	80.00%	0.02%	4/1/2017
Dewberry Engineers Inc.	161.23%	N/A	136.74%	N/A	Submitted 5/31/2022

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Wendy Koritko
Title of Certifying Official:	Corporate Controller
Signature:	
Date of Certification:	May 31, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	May 25, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Dewberry Engineers Inc.

Personnel Class:	Project Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
21770	Gardner	Gary	Gainesville, VA	$ 87.02	
362268	Longo	Paul	Fairfax, VA	$ 74.93	
99147	McKeown	Emily	Gainesville, VA	$ 71.28	
756090	Flowers	Randall	Fairfax, VA	$ 81.34	
225585	Sirna	Wayne	Fairfax, VA	$ 69.83	
			Average:	$ 76.88	

Personnel Class:	Sr. Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
430332	Asiedu	Kwaku	Fairfax, VA	$ 56.25	
294970	Brandt	Kelsey	Fairfax, VA	$ 58.13	
303440	Wynne	Shelley	Fairfax, VA	$ 52.89	
12059	Campbell	Heather	Fairfax, VA	$ 63.66	
84661	Curtis	Andrew	Fairfax, VA	$ 63.46	
549914	Kuntz	Emily	Fairfax, VA	$ 60.10	
147316	Litchfield	Doug	Gainesville, VA	$ 51.53	
973389	Parker	Tevin	Fairfax, VA	$ 51.68	
99199	Sobecke	Elizabeth	Gainesville, VA	$ 59.62	
731693	Holmes	Jake	Gainesville, VA	$ 50.62	
22001	De La Vega	Alvaro	Gainesville, VA	$ 59.61	
428869	Heim	Brett	Richmond, VA	$ 56.25	
			Average:	$ 56.98	

Personnel Class:	Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
615930	Kapania	Kumar	Fairfax, VA	$ 38.22	
807163	Leonard	Matthew	Fairfax, VA	$ 38.37	
976215	Mondello	Alec	Fairfax, VA	$ 40.87	
916835	Stinson	Regis	Fairfax, VA	$ 40.62	
668308	Weingord	Molly	Fairfax, VA	$ 39.90	
118552	Shimer	Nick	Gainesville, VA	$ 43.75	
519501	Baumgartner	Lora	Gainesville, VA	$ 43.51	
247124	Bere	Carmen	Fairfax, VA	$ 53.36	
459548	Forster	Sam	Fairfax, VA	$ 49.29	
			Average:	$ 43.10	

Personnel Class:	Jr. Engineer/CADD Technician				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
11955	Tran	Hia	Fairfax, VA	$ 46.46	
224469	Doulis	John	Fairfax, VA	$ 41.45	
530500	Geertsema	Ben	Fairfax, VA	$ 36.15	
949784	Veres	Austin	Fairfax, VA	$ 37.49	
949739	McCoy	Bryan	Fairfax, VA	$ 37.25	
799886	Logan	Lauren	Gainesville, VA	$ 37.74	
936545	Helfrich	Emma	Gainesville, VA	$ 37.25	
502294	Kline, Jr.	Jerry	Gainesville, VA	$ 38.51	
592556	Custard	Hanna	Gainesville, VA	$ 34.86	
797127	Edwards	Carly	Gainesville, VA	$ 34.25	
975545	Marye	Samuel	Gainesville, VA	$ 34.00	
604879	Desmond	Kerry	Gainesville, VA	$ 34.86	
585342	Abreu	Joshua	Gainesville, VA	$ 34.00	

619268	Hana	Dina	Gainesville, VA	$	43.75	
964326	Purchiaroni	Frank	Fairfax, VA	$	48.31	
668079	Acosta	Stephanie	Fairfax, VA	$	38.93	
459482	Dean	Nicole	Fairfax, VA	$	34.81	
			Average:	***$***	***38.24***	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	May 25, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Dewberry Engineers Inc.

Personnel Class:	Construction Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
612950	Mahdi	Ned	Gainesville, VA	$ 74.52	
			Average:	$ 74.52	

Personnel Class:	Senior Inspector				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
707973	Shrestha	Rameshwor	Gainesville, VA	$ 33.69	
			Average:	$ 33.69	

Personnel Class:	Inspector				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
528444	Partridge	Max	Gainesville, VA	$ 28.08	
			Average:	$ 28.08	

Personnel Class:					
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	$ 76.88
Sr. Engineer	$ 56.98
Engineer	$ 43.10
Jr. Engineer/CADD Technician	$ 38.24

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Construction Manager	$ 74.52
Senior Inspector	$ 33.69
Inspector	$ 28.08

TAB G: Home Office - Rate Schedule

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 161.23%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 76.88	1.10%	$ 77.72	$125.32	$0.00	$ 203.04	$ 15.92	$ 218.96	$ 218.96
Sr. Engineer	$ 56.98	1.10%	$ 57.61	$92.88	$0.00	$ 150.49	$ 11.80	$ 162.29	$ 162.29
Engineer	$ 43.10	1.10%	$ 43.57	$70.25	$0.00	$ 113.83	$ 8.92	$ 122.75	$ 122.75
Jr. Engineer/CADD Technician	$ 38.24	1.10%	$ 38.66	$62.33	$0.00	$ 100.99	$ 7.92	$ 108.91	$ 108.91

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 161.23%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 77.72	2.20%	$ 79.43	$128.07	$0.00	$ 207.51	$ 16.27	$ 223.77	$ 223.77
Sr. Engineer	$ 57.61	2.20%	$ 58.88	$94.93	$0.00	$ 153.80	$ 12.06	$ 165.86	$ 165.86
Engineer	$ 43.57	2.20%	$ 44.53	$71.80	$0.00	$ 116.33	$ 9.12	$ 125.45	$ 125.45
Jr. Engineer/CADD Technician	$ 38.66	2.20%	$ 39.51	$63.70	$0.00	$ 103.21	$ 8.09	$ 111.31	$ 111.31

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate + 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	May 25, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Dewberry Engineers Inc.

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 136.74%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Construction Manager	$ 74.52	1.10%	$ 75.34	$103.02	$0.00	$ 178.36	$ 14.27	$ 192.63	$ 230.30
Senior Inspector	$ 33.69	1.10%	$ 34.06	$46.57	$0.00	$ 80.64	$ 6.45	$ 87.09	$ 104.12
Inspector	$ 28.08	1.10%	$ 28.39	$38.82	$0.00	$ 67.21	$ 5.38	$ 72.58	$ 86.78
-		1.10%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 136.74%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Construction Manager	$ 75.34	2.20%	$ 77.00	$105.29	$0.00	$ 182.28	$ 14.58	$ 196.87	$ 235.36
Senior Inspector	$ 34.06	2.20%	$ 34.81	$47.60	$0.00	$ 82.41	$ 6.59	$ 89.00	$ 106.41
Inspector	$ 28.39	2.20%	$ 29.01	$39.67	$0.00	$ 68.69	$ 5.49	$ 74.18	$ 88.69
-		2.20%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 25, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**Dewberry Engineers Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.
OR
Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

INDIRECT COST RATE ACCEPTANCE
CHECKLIST FOR SAFE HARBOR INDIRECT COST RATE SUBMISSION

The following checklist will assist firms in submitting the required documents needed for a complete submittal for their safe harbor indirect cost rate review.

Please do not leave any boxes blank. Once a complete submittal is received, we will begin the review.

#		Include	List of Documents Required for a Complete Submission
1		X	Email sent to the ACO mailbox requesting use of safe harbor rates.
2		X	Financial statements, to include balance sheet and income statement, for the most recent fiscal year.
	a	X	If financial statements were audited, provide Independent Auditor's Report on financial statements and accompanying management letter. State 'N/A', if not applicable.
	b	X	If financial statements were reviewed or compiled, provide said documents. State 'N/A', if not applicable.
	c	n/a	If an indirect cost rate schedule has been prepared, provide said document. State 'N/A', if not applicable.
3		X	Contractor Cost Certification ("CCC") reflecting VDOT Safe Harbor Indirect Cost Rate(s). The Contractor Cost Certification form can be downloaded from the Assurance and Compliance Office website located under **Forms and Guides** at http://www.virginiadot.org/business/indirect_cost_rate_audit_home_page.asp
4		X	A completed 'Internal Control Questionnaire for Safe Harbor Submission' form located under Forms and Guides at the Assurance and Compliance Office website http://www.virginiadot.org/business/indirect_cost_rate_audit_home_page.asp
5		X	Certification of Accounting System – Page 2 of this form.
6		X	A listing of all contracts, with dollar value of work, which the consulting firm currently has with VDOT, as a prime consultant or a sub consultant. *[List contract number and value of contract work]*

Firm Name: Diversified Property Services, Inc.

Certification of Completeness of Submission

I, the undersigned, certify that all of the required documents listed above are included in the FAR submission to the VDOT ACO mailbox ACO@VDOT.Virginia.gov

Signature of Certifying Official Jeanette Dablock Date 9/1/2022

Title of Certifying Official (Print) President

INDIRECT COST RATE ACCEPTANCE
CHECKLIST FOR SAFE HARBOR INDIRECT COST RATE SUBMISSION

VDOT CERTIFICATION OF ACCOUNTING SYSTEM

I, the undersigned, certify that the Diversified Property Serivces, Inc. accounting system in
Company Name
place meets the standard for financial accounting and reporting, internal and budgetary control as set forth in 48 CFR parts 31 and 16.301-3, and 23CFR Part 172. The company accounting system is adequate to accumulate and track allowable, allocable and reasonable direct labor and other direct costs by contract; is able to segregate indirect costs and remove unallowable costs.

Certifying Official*

Name Jeanette Dablock Title President

Signature  Date certified 9/1/2022

Email Jdablock@dpsinc.name Phone Number 410-252-5075

*An executive or financial officer who has authority to represent the financial information of the contractor's
organization.

CCC Revised 8-5-2014

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: Long Engineering, LLC

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate		122.600%	96.562%
Facilities Cost of Capital Rate		0.356%	0.275%
Direct Expense Rate			
Other Rate:			
Other Rate:			

Date of Proposal Preparation: 5/27/2022 Fiscal Period Covered: 01/01/2020-12/25/2020

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____ Print Name: Mike Thurman

Title: President Email: mthurman@longeng.com

Date of Certification: 5/27/2022

Please submit this form with your CPA audit report and/or Cognizant agency audit report, by email, as an Adobe® pdf document to VDOT's Assurance and Compliance Office mailbox at ACO@VDOT.Virginia.gov

CCC Revised 8-5-2014

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: Peggy Malone & Associates, Inc.

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate		149.46%	75%
Facilities Cost of Capital Rate		1.05%	
Direct Expense Rate			
Other Rate:			
Other Rate:			

Date of Proposal Preparation: 9/2/2022 Fiscal Period Covered: 01/01/2021 to 12/31/2021

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Print Name: David Baskin

Title: Vice President

Email: dbaskin@peggymalone.com

Date of Certification: August 16th, 2022

Please submit this form with your CPA audit report and/or Cognizant agency audit report, by email, as an Adobe® pdf document to VDOT's Assurance and Compliance Office mailbox at ACO@VDOT.Virginia.gov

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Peggy Malone & associates, Inc.	149.46%	1.05%		75.00%	8/16/2022

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official: David Baskin

Title of Certifying Official: Vice President

Signature: 

Date of Certification: September 2, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	May 31, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Peggy Malone & Associates, Inc.

Personnel Class:	Technical Project Manager A				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
	Green	Judy, L	Jacksonville	$ 36.06	
	Williams	Sophia, L	Jacksonville	$ 41.83	
			Average:	$ 38.95	

Personnel Class:	Survey Crew Chief C				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
	Whitman	Ricky, J	Ashland/Jacksonville	$ 44.14	
			Average:	$ 44.14	

Personnel Class:	Administrative Assistant A				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
	Compton	Caitlyn, S	Jacksonville	$ 24.37	
	Haltiwanger	Michelle, N	Jacksonville	$ 19.00	
			Average:	$ 21.69	

Personnel Class:	Survey Technician C				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
	Bruce	Jason, R	Jacksonville	$ 22.18	
	Elliott	Barrington, s	Ashland	$ 19.95	
	Garcia	Jose, M	Jacksonville	$ 26.97	
	Ghioto	Martin, J	Jacksonville	$ 27.29	
	Johnson	Ryan, A	Jacksonville	$ 20.35	
	Ogg	Todd, B	Ashland	$ 28.33	
	Simmons	Ronald, L	Ashland	$ 24.34	
	Wilkes	Allen, O	Jacksonville	$ 25.63	
	Freel III	Kenneth, R	Jacksonville	$ 25.38	
	Leigh	Kevin, D	Ashland	$ 23.52	
	Shelton	Terrence L	Ashland	$ 22.40	
			Average:	$ 24.21	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	May 31, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Peggy Malone & Associates, Inc.

Personnel Class:	NA				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	NA				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	NA				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	NA				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	May 31, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No:	RFP01-22ks
Consultant:	Peggy Malone & Associates, Inc.

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Technical Project Manager A	$ 38.95
Survey Crew Chief C	$ 44.14
Administrative Assistant A	$ 21.69
Survey Technician C	$ 24.21

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
NA	
NA	
NA	
NA	

TAB G: Home Office - Rate Schedule

Effective Date:	May 31, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Peggy Malone & Associates, Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 149.46%	Facilities Cost Cap 1.05%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Technical Project Manager A	$ 38.95	1.75%	$ 39.63	$59.23	$0.42	$ 99.27	$ 9.89	$ 109.15	
Survey Crew Chief C	$ 44.14	1.75%	$ 44.91	$67.13	$0.47	$ 112.51	$ 11.20	$ 123.71	
Administrative Assistant A	$ 21.69	1.75%	$ 22.06	$32.98	$0.23	$ 55.27	$ 5.50	$ 60.78	
Survey Technician C	$ 24.21	1.75%	$ 24.64	$36.82	$0.26	$ 61.72	$ 6.15	$ 67.86	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 149.46%	Facilities Cost Cap 1.05%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Technical Project Manager A	$ 39.63	3.50%	$ 41.01	$61.30	$0.43	$ 102.74	$ 10.23	$ 112.97	
Survey Crew Chief C	$ 44.91	3.50%	$ 46.48	$69.48	$0.49	$ 116.45	$ 11.60	$ 128.04	
Administrative Assistant A	$ 22.06	3.50%	$ 22.84	$34.13	$0.24	$ 57.21	$ 5.70	$ 62.91	
Survey Technician C	$ 24.64	3.50%	$ 25.50	$38.11	$0.27	$ 63.88	$ 6.36	$ 70.24	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	May 31, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Peggy Malone & Associates, Inc.

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate	Facilities Cost Cap	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
NA		2.10%							
NA		2.10%							
NA		2.10%							
NA		2.10%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	4.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 0.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
NA		4.20%							
NA		4.20%							
NA		4.20%							
NA		4.20%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

Turning Movements, Vehicle Occupancy and Intersection Delay Counts	**Year 1**	**Year 2**
4 hour 1-person	$ 651.00	$ 678.34
4 hour 2-person	$ 1,032.00	$ 1,075.34
8 hour1- person	$ 680.00	$ 708.56
8 hour 2-person	$ 1,061.00	$ 1,105.56
12 hour 1-person	$ 722.00	$ 752.32
12 hour 2-person	$ 1,104.00	$ 1,150.37
Volume Hose Counts		
24-hour approach or bidirectional count	$ 238.00	$ 248.00
48-hour approach count (1 direction)	$ 272.00	$ 283.42
48-hour bidirectio nalcount	$ 306.00	$ 318.85
72-hour approach count	$ 470.00	$ 489.74
72-hour bidirectional count	$ 504.00	$ 525.17
7-day count	$ 765.00	$ 797.13
Class and/or Speed Hose Counts		
24-hour speed or class count BY LANE	$ 238.00	$ 248.00
48-hour speed or class count BY LANE	$ 306.00	$ 318.85
72-hour speed or class count BY LANE	$ 504.00	$ 525.17
7-day speed or class count BY LANE	$ 724.00	$ 754.41
Video ADT Counts Volume		
24-Hour Approach (1 Lane)	$ 289.00	$ 301.14
24-Hour Approach (2-4 Lanes)	$ 323.00	$ 336.57
48 Hour Approach (1 Lane)	$ 357.00	$ 371.99
48-Hour Approach (2-4 Lane)	$ 374.00	$ 389.71
72-Hour Approach (1 Lane)	$ 487.00	$ 507.45
72-Hour Approach (2-4 Lane)	$ 521.00	$ 542.88
Video ADT Counts Class		
24-Hour Approach BY LANE	$ 373.00	$ 388.43

24-Hour Approach BY LANE	$ 212.00	$ 265.42
48 Hour Approach BY LANE	$ 340.00	$ 354.28
72-Hour Approach BY LANE	$ 487.00	$ 507.45

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

PEGGY MALONE & ASSOCIATES
TRAFFIC DATA COLLECTION

Fauquier County Planning, Architectural & Engineering Services
RFP 01-22ks

Turning Movements, Vehicle Occupancy and Intersection Delay Counts

	Year 1	Year 2
4 hour 1-person	$ 651.00	$ 678.34
4 hour 2-person	$ 1,032.00	$ 1,075.34
8 hour 1-person	$ 680.00	$ 708.56
8 hour 2-person	$ 1,061.00	$ 1,105.56
12 hour 1-person	$ 722.00	$ 752.32
12 hour 2-person	$ 1,104.00	$ 1,150.37
Volume Hose Counts		
24-hour approach or bidirectional count	$ 238.00	$ 248.00
48-hour approach count (1 direction)	$ 272.00	$ 283.42
48-hour bidirectional count	$ 306.00	$ 318.85
72-hour approach count	$ 470.00	$ 489.74
72-hour bidirectional count	$ 504.00	$ 525.17
7-day count	$ 765.00	$ 797.13
Class and/or Speed Hose Counts		
24-hour speed or class count BY LANE	$ 238.00	$ 248.00
48-hour speed or class count BY LANE	$ 306.00	$ 318.85
72-hour speed or class count BY LANE	$ 504.00	$ 525.17
7-day speed or class count BY LANE	$ 724.00	$ 754.41
Video ADT Counts Volume		
24-Hour Approach (1 Lane)	$ 289.00	$ 301.14
24-Hour Approach (2-4 Lanes)	$ 323.00	$ 336.57
48 Hour Approach (1 Lane)	$ 357.00	$ 371.99
48-Hour Approach (2-4 Lane)	$ 374.00	$ 389.71
72-Hour Approach (1 Lane)	$ 487.00	$ 507.45
72-Hour Approach (2-4 Lane)	$ 521.00	$ 542.88
Video ADT Counts Class		
24-Hour Approach BY LANE	$ 272.00	$ 283.42
48 Hour Approach BY LANE	$ 340.00	$ 354.28
72-Hour Approach BY LANE	$ 487.00	$ 507.45

* These rates are all inclusive of Expenses

David Baskin, Vice President 9/2/2022

PEGGY MALONE ASSOCIATES, INC.
14286 BEACH BLVD. #19-345
JACKSONVILLE, FL 32250

09-Jul-2022 to 22-Jul-2022

Employee Journal by Check

Name Type	Employee
Paid by	Employee

Summary

Employee	Date	Num	Period Start	Period End	Item Type / Pay Item: Compensation	Federal Tax	Social Security	Medicare	State Tax	401-k	Premium Only Plan	Other / Buy Up Plan-N	Principal Loan Payment	Total/Net	Hourly Rate	Hourly Rate NO OT
Bruce, Jason R	7/22/2022	32184	7/9/2022	7/22/2022	1,774.04	-133.82	-108.31	-25.33	0.00	0.00	-27.13	-9.53	0.00	1,469.92	$ 22.18	
Compton, Caitlyn S	7/22/2022	32185	7/9/2022	7/22/2022	2,205.07	-180.00	-135.29	-31.64	0.00	-50.40	-22.96	-26.08	0.00	1,758.70	$ 27.56	$ 24.37
Elliott, Barrington S	7/22/2022	32186	7/9/2022	7/22/2022	1,596.15	-112.75	-97.42	-22.78	-70.49	0.00	-24.87	-3.16	0.00	1,264.68	$ 19.95	
Freel III, Kenneth R.	7/22/2022	32187	7/9/2022	7/22/2022	2,030.08	-153.03	-124.44	-29.10	0.00	-100.00	-23.08	-3.53	-115.15	1,481.75	$ 25.38	
Garcia, Jose M.	7/22/2022	32188	7/9/2022	7/22/2022	2,157.69	-264.04	-132.29	-30.94	0.00	0.00	-23.94	0.00	0.00	1,706.48	$ 26.97	
Ghioto, Martin J.	7/22/2022	32189	7/9/2022	7/22/2022	2,182.80	-126.59	-135.33	-31.65	0.00	0.00	0.00	0.00	0.00	1,889.23	$ 27.29	
Green, Judy L	7/22/2022	32190	7/9/2022	7/22/2022	2,884.62	-242.58	-177.42	-41.49	0.00	0.00	-23.08	-7.48	0.00	2,392.57	$ 36.06	
Haltiwanger, Michelle N	7/22/2022	32191	7/9/2022	7/22/2022	1,619.75	-165.94	-100.20	-23.43	0.00	0.00	-3.71	0.00	0.00	1,326.47	$ 20.25	$ 19.00
Johnson, Ryan A.	7/22/2022	32192	7/9/2022	7/22/2022	1,628.07	-119.56	-100.94	-23.60	0.00	0.00	0.00	0.00	0.00	1,383.97	$ 20.35	
Leigh, Kevin D.	7/22/2022	32193	7/9/2022	7/22/2022	1,881.73	-169.12	-115.59	-27.04	-82.04	-56.45	-17.40	-5.92	0.00	1,408.17	$ 23.52	
Ogg, Todd B.	7/22/2022	32194	7/9/2022	7/22/2022	2,266.00	-162.92	-138.81	-32.47	-86.52	-317.24	-27.13	-7.13	0.00	1,493.78	$ 28.33	
Shelton, Terrence L.	7/22/2022	32195	7/9/2022	7/22/2022	1,792.08	-139.04	-109.88	-25.70	-67.63	-215.05	-19.83	-10.85	0.00	1,204.10	$ 22.40	
Simmons, Ronald L.	7/22/2022	32196	7/9/2022	7/22/2022	1,947.50	-222.18	-120.49	-28.18	-91.89	0.00	-4.04	-9.31	0.00	1,471.41	$ 24.34	
Whitman, Ricky J.	7/22/2022	32197	7/9/2022	7/22/2022	3,531.00	-415.77	-218.15	-51.02	0.00	-529.65	-12.53	-10.69	-275.78	2,017.41	$ 44.14	
Wilkes, Allen O.	7/22/2022	32198	7/9/2022	7/22/2022	2,050.00	-154.64	-125.42	-29.34	0.00	-102.50	-27.13	-3.60	-267.79	1,339.58	$ 25.63	
Williams, Sophia L	7/22/2022	32199	7/9/2022	7/22/2022	3,346.15	-325.73	-207.46	-48.52	0.00	0.00	0.00	0.00	0.00	2,764.44	$ 41.83	
Total/Net					34,892.73	-3,087.71	-2,147.44	-502.23	-398.57	-1,371.29	-256.83	-97.28	-658.72	26,372.66		

NOTES : Compensation is for two weeks, biweekly payroll - 40 hours per week = 80 hours for payroll unless otherwise noted
OverTime : C. Compton $255.84, M. Haltiwanger $ 99.75

PEGGY MALONE & ASSOCIATES
TRAFFIC DATA COLLECTION

DBE Certified in: FL, GA & VA

14286 Beach Blvd
Suite 19-345
Jacksonville, FL 32250

Phone: 904-992-8072
Toll Free: 888-247-8602
Fax: 904-223-0021

September 1st, 2022

Kathy Stanley
CPPB, Senior Buyer
320 Hospital Dr, Suite 23
Warrenton, VA 20186

Re: Usual and Customary Rates – Fauquier County Government and Public Schools
Procurement Division RFP 01-22ks

Dear Kathy:

Peggy Malone & Associates, Inc. confirms and attest that the rates submitted as non-salary direct cost for the attached list of items are the normal/standard and customary rates charged to all public and private industry customers within Fauquier County, Virginia.

The attached list of referenced non-salary direct cost will be charged only when the goods or service is utilized on the resultant agreement and with prior approval from the Department.

Thank you,

Peggy Malone & Associates, Inc.

David Baskin
Vice President

David Baskin

From: Wornom, Edward <edward.wornom@vdot.virginia.gov>
Sent: Thursday, April 28, 2022 11:55 AM
To: David Baskin
Cc: Dorcene Fox
Subject: FAR Indirect Cost Rate 2021 (Field Office - Safe Harbor Rate) - Peggy Malone & Associates, Inc

April 28, 2022

David Baskin, Vice President, (sent electronically to dbaskin@peggymalone.com)

Re: Indirect Cost Rate Schedule for Peggy Malone & Associates, Inc. as of December 31, 2021

Dear Mr. Baskin,

We are in receipt of your Contractor Cost Certification form dated April 25, 2022. The completed form reflects your acceptance of the "Safe Harbor Rate" of 75% for Field Office in lieu of an Indirect Cost Rate audit ("FAR"). The Safe Harbor Rate reflected in the below table is being accepted for use in Virginia.

	Field
Indirect Cost Rate	**75%**

The December 31, 2022 Indirect Cost Rate audit is due by June 30, 2023, and should be submitted to our office at ACO@VDOT.Virginia.gov

If there are any questions, please feel free to contact me at (804) 786-2825 or Edward Wornom at (804) 486-2296.

Sincerely,

Edward Wornom on behalf of:
Bradley W. Gales, Director
Assurance and Compliance Office
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Bradley.gales@vdot.virginia.gov
(804) 786-2825

Sophia Williams

From: Wornom, Edward <edward.wornom@vdot.virginia.gov>
Sent: Tuesday, August 16, 2022 7:21 PM
To: Sophia Williams
Cc: Terrono, Leonard; Wanda Byard; Dorcene Fox
Subject: FAR Indirect Cost Rate 2021 - Peggy Malone & Associates, Inc

August 16, 2022

Sophia Williams, President, (sent electronically to swilliams@peggymalone.com)

Re: Indirect Cost Rate Schedule for Peggy Malone & Associates, Inc. as of December 31, 2021

Dear Ms. Williams,

We are in receipt of your December 31, 2021 ("FY 21") Indirect Cost Rate audit ("FAR") submission. The rates submitted and reflected in the below table are being accepted for use in Virginia subject to audit.

	Home
Indirect Cost Rate	**149.46%**
Facilities Cost of Capital Rate:	**1.05%**

The indirect cost rate reflected in the above table incorporates a credit associated with PPP loan forgiveness.

The December 31, 2022 Indirect Cost Rate audit is due by June 30, 2023, and should be submitted to our office at ACO@VDOT.Virginia.gov

If there are any questions, please feel free to contact me at (804) 786-2825 or Edward Wornom at (804) 486-2296.

Sincerely,

Edward Wornom on behalf of:
Bradley W. Gales, Director
Assurance and Compliance Office
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Bradley.gales@vdot.virginia.gov
(804) 786-2825

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP0I-22ks**
Consultant:	**McCormick Taylor Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Prime Firm	182.21%	0.20%	135.60%	0.13%	7/12/2021

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**McCormick Taylor Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Gregory T. Filosa
Title of Certifying Official:	Vice President, Finance and Accounting
Signature:	
Date of Certification:	May 27, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	May 27, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	McCormick Taylor Inc.

Personnel Class:	Task Leader				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
1312	Galeone	David	Harrisburg, PA	$ 75.96	
1683	Hetrick	Jason	Columbia, SC	$ 73.56	
1738	Hanover	Bryan	Baltimore, MD	$ 76.92	
3341	Carson	Craig	Baltimore, MD	$ 72.12	
2911	Styers	Samuel	Verona, VA	$ 67.31	
			Average:	$ 73.17	

Personnel Class:	Senior Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
2304	Hoffman	Emily	Philadelphia, PA	$ 64.90	
1737	Semborski	Edward	Harrisburg, PA	$ 57.69	
1281	Sosnowski	Matthew	Baltimore, MD	$ 62.50	
3283	Bertoldi	Aaron	Baltimore, MD	$ 61.06	
2962	Smith	Craig	Harrisburg, PA	$ 56.73	
1360	Moses	Samuel	Fort Myers, FL	$ 53.85	
3037	Stewart	Daniel	Harrisburg, PA	$ 60.10	
1059	Gorski	Christopher	Philadelphia, PA	$ 65.38	
2261	Karnish	Benjamin	Pittsburgh, PA	$ 62.02	
1013	Ferree	David	Philadelphia, PA	$ 59.62	
			Average:	$ 60.39	

Personnel Class:	Engineer I				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
3303	Stewart	Nehemiah	Columbia, SC	$ 34.62	
3461	Chaudhari	Samantha	Pittsburgh, PA	$ 32.69	
3427	Crosbie	Austin	Harrisburg, PA	$ 31.25	
3351	Evans	Jenna	Baltimore, MD	$ 35.58	
3321	Hopkins iii	Robert	Verona, VA	$ 32.21	
3448	Kleist	Mitchell	Harrisburg, PA	$ 32.69	
			Average:	$ 33.17	

Personnel Class:	Engineer II				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
3207	Hall	Tyler	Philadelphia, PA	$ 36.54	
3169	Cohen	Joshua	Baltimore, MD	$ 38.94	
3098	Nerwinski	Zachary	Newark, DE	$ 37.50	
3100	Blackman	David	Harrisburg, PA	$ 35.10	
2952	Devlin	Matthew	Pittsburgh, PA	$ 35.58	
3366	Huston iii	Robert	Harrisburg, PA	$ 38.94	
2984	Lyle	Chase	Harrisburg, PA	$ 37.98	
3257	Sookial	Alyssa	Baltimore, MD	$ 36.54	
3384	Turner	Cole	Glen Allen, VA	$ 34.38	
2028	Kumpas	Charles	Harrisburg, PA	$ 39.90	
2581	Hawkins ii	John	State College, PA	$ 37.98	
2820	Gushue	Charles	Exton, PA	$ 44.71	
			Average:	$ 37.84	

Personnel Class:	Engineer III				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
2977	Galenas	Matthew	Philadelphia, PA	$ 42.79	
2876	Smith	Tucker	Newark, DE	$ 42.31	
3078	Blake	Gina	Pittsburgh, PA	$ 43.51	

3425	Malloy	Lucas	Harrisburg, PA	$ 41.83	
2872	Durbin	Joshua	Harrisburg, PA	$ 41.83	
3369	Jarmul	Joshua	Pittsburgh, PA	$ 46.63	
2798	Liptak	Darren	Harrisburg, PA	$ 49.52	
2878	Newpher	Brandon	Pittsburgh, PA	$ 50.00	
3566	Petkovic	Daniel	Columbia, SC	$ 53.85	
			Average:	*$ 45.81*	

Personnel Class:	*Senior Technical Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
3052	Keys	Lugene	Harrisburg, PA	$ 58.17	
3175	Roberts	Brian	Raleigh, NC	$ 55.29	
2096	Knieriem	Joseph	Baltimore, MD	$ 52.88	
			Average:	*$ 55.45*	

Personnel Class:	*Technical Specialist I*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
3585	Mowbray	Benjamin	Glen Allen, VA	$ 26.44	
			Average:	*$ 26.44*	

Personnel Class:	*Technical Specialist II*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2819	Yager	Marc	Verona, VA	$ 31.25	
3353	Boore	Joseph	Harrisburg, PA	$ 34.62	
			Average:	*$ 32.94*	

Personnel Class:	*Technical Specialist III*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2103	Gibson	Barton	Verona, VA	$ 38.46	
2595	Long	Mike	Harrisburg, PA	$ 40.38	
1795	Warner	William	Baltimore, MD	$ 40.14	
3080	Weber	Katherine	Glen Allen, VA	$ 40.38	
2970	Cline	Stephen	Harrisburg, PA	$ 43.75	
3392	Lindsey	Nicole	Raleigh, NC	$ 40.26	
			Average:	*$ 40.56*	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	May 27, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	McCormick Taylor Inc.

Personnel Class:	Project Manager				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Sr. Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

Personnel Class:	Jr. Engineer				
Empl ID #	Last Name, Suffix	First Name, MI	Office Location	Enter Hourly Wage Rate	Negotiated/Capped Rates
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**McCormick Taylor Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Task Leader	$ 73.17
Senior Engineer	$ 60.39
Engineer I	$ 33.17
Engineer II	$ 37.84
Engineer III	$ 45.81
Senior Technical Specialist	$ 55.45
Technical Specialist I	$ 26.44
Technical Specialist II	$ 32.94
Technical Specialist III	$ 40.56

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	
Sr. Engineer	
Engineer	
Jr. Engineer	

TAB G: Home Office - Rate Schedule

Effective Date:	May 27, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	McCormick Taylor Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 182.21%	Facilities Cost Cap 0.20%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Task Leader	$ 73.17	1.10%	$ 73.98	$134.80	$0.15	$ 208.92	$ 15.15	$ 224.07	215
Senior Engineer	$ 60.39	1.10%	$ 61.05	$111.24	$0.12	$ 172.41	$ 12.50	$ 184.91	205
Engineer I	$ 33.17	1.10%	$ 33.54	$61.11	$0.07	$ 94.72	$ 6.87	$ 101.58	185
Engineer II	$ 37.84	1.10%	$ 38.26	$69.71	$0.08	$ 108.04	$ 7.84	$ 115.88	110
Engineer III	$ 45.81	1.10%	$ 46.31	$84.38	$0.09	$ 130.79	$ 9.48	$ 140.27	120
Senior Technical Specialist	$ 55.45	1.10%	$ 56.06	$102.14	$0.11	$ 158.31	$ 11.48	$ 169.79	140
Technical Specialist I	$ 26.44	1.10%	$ 26.73	$48.71	$0.05	$ 75.49	$ 5.47	$ 80.97	165
Technical Specialist II	$ 32.94	1.10%	$ 33.30	$60.67	$0.07	$ 94.03	$ 6.82	$ 100.85	95
Technical Specialist III	$ 40.56	1.10%	$ 41.01	$74.72	$0.08	$ 115.81	$ 8.40	$ 124.21	105

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 182.21%	Facilities Cost Cap 0.20%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Task Leader	$ 73.98	2.20%	$ 75.61	$137.76	$0.15	$ 213.52	$ 15.48	$ 229.00	
Senior Engineer	$ 61.05	2.20%	$ 62.39	$113.69	$0.12	$ 176.20	$ 12.78	$ 188.98	
Engineer I	$ 33.54	2.20%	$ 34.28	$62.45	$0.07	$ 96.80	$ 7.02	$ 103.82	
Engineer II	$ 38.26	2.20%	$ 39.10	$71.24	$0.08	$ 110.42	$ 8.01	$ 118.43	
Engineer III	$ 46.31	2.20%	$ 47.33	$86.24	$0.09	$ 133.67	$ 9.69	$ 143.36	
Senior Technical Specialist	$ 56.06	2.20%	$ 57.29	$104.39	$0.11	$ 161.79	$ 11.73	$ 173.53	
Technical Specialist I	$ 26.73	2.20%	$ 27.32	$49.78	$0.05	$ 77.15	$ 5.59	$ 82.75	
Technical Specialist II	$ 33.30	2.20%	$ 34.03	$62.01	$0.07	$ 96.10	$ 6.97	$ 103.07	
Technical Specialist III	$ 41.01	2.20%	$ 41.91	$76.36	$0.08	$ 118.36	$ 8.58	$ 126.94	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	##########
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**McCormick Taylor Inc.**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager		1.10%							
Sr. Engineer		1.10%							
Engineer		1.10%							
Jr. Engineer		1.10%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager		2.20%							
Sr. Engineer		2.20%							
Engineer		2.20%							
Jr. Engineer		2.20%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**McCormick Taylor Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.
OR
Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

American Geotechnical & Environmental Services, Inc.

Southpointe Business Park
4 Grandview Circle, Suite 100
Canonsburg, PA 15317-6507
Phone: (724) 916-0300
Fax: (724) 916-0315
www.agesinc.com

September 1, 2022

VDOT – Consultant Procurement Office
1401 East Broad Street
Richmond, VA 23219

Reference: Usual and Customary Rates; RFP No. 01-22ks

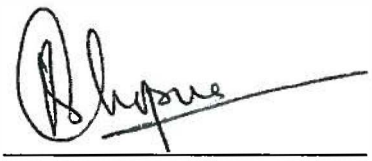
American Geotechnical & Environmental Services (A.G.E.S.), Inc. attest that the non-salary directs for the following items and/or attached list are the usual and customary rates charged to all public and private industry customers within the Commonwealth of Virginia:

1. Mileage - $0.625 per mile (Per IRS mileage rate)
2. Per Diem - $59.00 per day (Per GSA rates)
3. Lodging - $96.00 per night (Per GSA rates)

The above referenced and/or attached non-salary direct cost will be charged only when the good or service is utilized on the resultant agreement and with prior approval from the Department.

Very truly yours,

American Geotechnical & Environmental Services, Inc.



09/01/2022

K.P. Chopra, President

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Prime Firm	156.00%	0.07%	80.00%	0.02%	3/1/2017
Diversified Property Services, Inc.	110%***		N/A	N/A	N/A

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Jeanette Dablock
Title of Certifying Official:	President
Signature:	
Date of Certification:	5/31/2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Personnel Class:	*Project Manager*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1021	Anthony	Gina	Timonium, MD	$ 57.69	
1016	Freedman-Breckon	Judy	Timonium, MD	$51.75	
			Average:	***$ 54.72***	

Personnel Class:	*Right of way Agent*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1001	Archer	Jenny	Timonium, MD	$ 42.99	
2001	Ratliff	James	Timonium, MD	$ 47.00	
1022	Hicks	Shelby	Timonium, MD	$ 45.00	
1014	Hammond	Larry	Timonium, MD	$ 50.00	
1017	Scarboro	Aaron	Timonium, MD	$ 45.00	
1018	Murray	Michele	Timonium, MD	$ 41.00	
			Average:	***$ 45.17***	

Personnel Class:	*Relocation*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1004	Carter	Debbie	Timonium, MD	$ 51.00	
1009	Dablock	Jeanette	Timonium, MD		Principal
			Average:	***$ 51.00***	

Personnel Class:	*Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1019	Shakoor	Shanelle	Timonium, MD	$ 41.00	
1008	DeRussey	Amanda	Timonium, MD	$ 25.00	
			Average:	***$ 33.00***	

No Field office rate required.

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1000	not applicable	First Name, MI	City, State	$ 65.00	
	not applicable				
			Average:	***$ 65.00***	

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2000	not applicable	First Name, MI	City, State	$ 58.00	
2001	not applicable	First Name, MI	City, State	$ 56.40	
			Average:	***$ 57.20***	

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
3000	not applicable	First Name, MI	City, State	$ 48.00	
3001	not applicable	First Name, MI	City, State	$ 46.50	
			Average:	***$ 47.25***	

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
4000	not applicable	First Name, MI	City, State	$ 27.50	
4001	not applicable	First Name, MI	City, State	$ 26.25	
			Average:	***$ 26.88***	

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	$ 54.72
Right of way Agent	$ 45.17
Relocation	$ 51.00
Technician	$ 33.00

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
N/A	N/A

TAB G: Home Office - Rate Schedule

Effective Date:	9/1/2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Diversified Property Services, Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 54.72	1.10%	$ 55.32	$60.85	$0.00	$ 116.18	$ 9.29	$ 125.47	
ROW Agent	$ 45.17	1.10%	$ 45.66	$50.23	$0.00	$ 95.89	$ 7.67	$ 103.56	
Relocation	$ 51.00	1.10%	$ 51.56	$56.72	$0.00	$ 108.28	$ 8.66	$ 116.94	
ROW Technician	$ 33.00	1.10%	$ 33.36	$36.70	$0.00	$ 70.06	$ 5.60	$ 75.67	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 55.32	2.20%	$ 56.54	$62.19	$0.00	$ 118.73	$ 9.50	$ 128.23	
ROW Agent	$ 45.66	2.20%	$ 46.67	$51.33	$0.00	$ 98.00	$ 7.84	$ 105.84	
Relocation	$ 51.56	2.20%	$ 52.70	$57.96	$0.00	$ 110.66	$ 8.85	$ 119.51	
ROW Technician	$ 33.36	2.20%	$ 34.10	$37.51	$0.00	$ 71.60	$ 5.73	$ 77.33	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

No field rate required

TAB H: Field Office - Rate Schedule

Effective Date:	**9/1/2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.10% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
not applicable		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
Field office rate not required		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	
		1.10%	$ -	$0.00	$0.00	$ -	$ -	$ -	

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	2.20% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
not applicable	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
Field office rate not required	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
-	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	
-	$ -	2.20%	$ -	$0.00	$0.00	$ -	$ -	$ -	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**September 1, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**Diversified Property Services, Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (CEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.
OR
Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

Diversified Property Services, Inc.
20 E Timonium Road
Suite 111
Timonium, MD 21093

June 1, 2022

VDOT- Consultant Procurement Office
1401 East Broad Street
Richmond, VA 23219

Re: Usual and Customary Rates; RFP No. LD20200604

Diversified Property Services, Inc. attest that the non-salary directs for the following items and/or attached list are the usual and customary rates charged to all public and private industry customers within the Commonwealth of Virginia:

1. Mileage-$0.585 per mile (Per IRS mileage rate)
2. UPS postage of offer package- Approx $30
3. USPS Return receipt postage- starting $10 up to $30 depending on size and weight of package

The above referenced and/or attached non-salary direct cost will be charged only when the good or service is utilized on the resultant agreement and with prior approval from the Department.

Additional Comments:

Jeanette Dablock 6/1/22

Jeanette Dablock
President

Date

INDIRECT COST RATE ACCEPTANCE
CHECKLIST FOR SAFE HARBOR INDIRECT COST RATE SUBMISSION

The following checklist will assist firms in submitting the required documents needed for a complete submittal for their safe harbor indirect cost rate review.

Please do not leave any boxes blank. Once a complete submittal is received, we will begin the review.

#		Include	List of Documents Required for a Complete Submission
1		X	Email sent to the ACO mailbox requesting use of safe harbor rates.
2		X	Financial statements, to include balance sheet and income statement, for the most recent fiscal year.
	a	X	If financial statements were audited, provide Independent Auditor's Report on financial statements and accompanying management letter. State 'N/A', if not applicable.
	b	X	If financial statements were reviewed or compiled, provide said documents. State 'N/A', if not applicable.
	c	n/a	If an indirect cost rate schedule has been prepared, provide said document. State 'N/A', if not applicable.
3		X	Contractor Cost Certification ("CCC") reflecting VDOT Safe Harbor Indirect Cost Rate(s). The Contractor Cost Certification form can be downloaded from the Assurance and Compliance Office website located under **Forms and Guides** at http://www.virginiadot.org/business/indirect_cost_rate_audit_home_page.asp
4		X	A completed 'Internal Control Questionnaire for Safe Harbor Submission' form located under Forms and Guides at the Assurance and Compliance Office website http://www.virginiadot.org/business/indirect_cost_rate_audit_home_page.asp
5		X	Certification of Accounting System – Page 2 of this form.
6		X	A listing of all contracts, with dollar value of work, which the consulting firm currently has with VDOT, as a prime consultant or a sub consultant**.** *[List contract number and value of contract work]*

Firm Name: Diversified Property Services, Inc.

Certification of Completeness of Submission

I, the undersigned, certify that all of the required documents listed above are included in the FAR submission to the VDOT ACO mailbox ACO@VDOT.Virginia.gov

Signature of Certifying Official Jeanette Dahlberg Date 9/1/2022

Title of Certifying Official (Print) President

INDIRECT COST RATE ACCEPTANCE
CHECKLIST FOR SAFE HARBOR INDIRECT COST RATE SUBMISSION

VDOT CERTIFICATION OF ACCOUNTING SYSTEM

I, the undersigned, certify that the Diversified Property Serivces, Inc. accounting system in
Company Name
place meets the standard for financial accounting and reporting, internal and budgetary control as set forth in 48 CFR parts 31 and 16.301-3, and 23CFR Part 172. The company accounting system is adequate to accumulate and track allowable, allocable and reasonable direct labor and other direct costs by contract; is able to segregate indirect costs and remove unallowable costs.

Certifying Official*

Name Jeanette Dablock Title President

Signature Jeanette Dablock Date certified 9/1/2022

Email Jdablock@dpsinc.name Phone Number 410-252-5075

*An executive or financial officer who has authority to represent the financial information of the contractor's
organization.

PEGGY MALONE & ASSOCIATES
TRAFFIC DATA COLLECTION

DBE Certified in: FL, GA & VA

14286 Beach Blvd
Suite 19-345
Jacksonville, FL 32250

Phone: 904-992-8072
Toll Free: 888-247-8602
Fax: 904-223-0021

September 1st, 2022

Kathy Stanley
CPPB, Senior Buyer
320 Hospital Dr, Suite 23
Warrenton, VA 20186

Re: Usual and Customary Rates – Fauquier County Government and Public Schools
Procurement Division RFP 01-22ks

Dear Kathy:

Peggy Malone & Associates, Inc. confirms and attest that the rates submitted as non-salary direct cost for the attached list of items are the normal/standard and customary rates charged to all public and private industry customers within Fauquier County, Virginia.

The attached list of referenced non-salary direct cost will be charged only when the goods or service is utilized on the resultant agreement and with prior approval from the Department.

Thank you,

Peggy Malone & Associates, Inc.



David Baskin
Vice President

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 01/28/2022 **RFP 01-22ks**

TITLE: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

ISSUED BY: Fauquier County Government and Public Schools Procurement Division
320 Hospital Drive, Suite 23 Warrenton, VA 20186

USING DEPARTMENTS: Fauquier County and Fauquier County Public Schools, All Departments/Divisions

Sealed Proposals Will Be Received Until **2/22/2022 @ 3:00 P.M** For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed To: Kathy Stanley, CPPB, Senior Buyer, Phone: (540) 422-8354, Fax: (540) 422-8355 e-mail: Kathy.Stanley@fauquiercounty.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILDS OFFICE BUILDING 320 HOSPITAL DRIVE, 2nd FLOOR, SUITE 23.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

_____ Date:_____

_____ By:_____
(Signature in Ink)

_____ Name:_____

_____ Zip Code: _____ Title:_____

FEI/FIN NO.:_____ Telephone Number: (___)_____

E-mail address: _____Fax Number: (___)_____

Submitting for *ALL* Disciplines noted herein (Y/N): _____ If N, *list which specific Disciplines the proposal provides for*: _____

*****RETURN THIS PAGE*****

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ATTACHMENT A, VDOT TERMS AND CONDITIONS AND VIRGINIA DEPARTMENT OF TRANSPORTATOIN SPECIAL PROVISIONS FOR CONSULTANT PROJECTS 24-65

ATTACHMENT B, REFERENCED DOCUMENTS 66-81

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** Return these pages

1.0 PURPOSE:

The purpose of this Request for Proposal (RFP) is to obtain multiple contracts through competitive negotiations for the services of qualified professional architectural and engineering Firm(s). Firms shall be registered and licensed to practice in the Commonwealth of Virginia to provide planning and design for a broad range of **Planning, Architectural/Engineering Services for Federally Funded Projects** at the direction of the Owner, on an as required basis. All services shall be provided in accordance with the specifications contained herein and attached hereto. The Owner intends to obtain professional services of, but not limited to, the following disciplines: Architectural, Construction Administration/Management, Civil Engineering, Surveying, Structural Engineering, Mechanical, Electrical and Plumbing Engineering, Geotechnical Engineering, Environmental Engineering, and Traffic/Transportation Planning/Engineering. The Fauquier County Government Procurement Division on behalf of the Board of Supervisors and Fauquier County issues this solicitation and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to collectively for convenience as "Owner".

1.1 For ease of reference, each organization submitting a response to the Request for Proposal hereinafter referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement are hereinafter referred to as a "Firm" or "Consultant".

1.2 The Owner anticipates awarding multiple contracts to more than one, but not to exceed six (6), qualified prime Consultants or Firms because of this Request for Proposal. **Offeror's shall clearly indicate which discipline they are submitting for Owner consideration, on the Certification Page**.

1.3 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded resulting from this solicitation. The successful Firms will be required to sign a contract with the Owner, herein referred to as "Agreement" or "Contract".

2.0 BACKGROUND:

The Owner frequently requires professional Architectural/Engineering Services for investigations, studies, reports, cost estimates, designs, bid documents, and construction administration. The objective of the RFP is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for professional services. Any resulting contract shall be non-exclusive and no specific amount of work is guaranteed because of this RFP.

3.0 OWNER'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS:

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur. The Owner also reserves the right, at its sole discretion, to issue purchase orders to any other Open-End Firms based on its evaluation of each Firm's qualifications, expertise capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project.

4.0 SCOPE OF SERVICES:

The various disciplines for Consultant/Firm Professional Services are noted within this section. The scope of services for projects assigned under any contract resulting from this RFP will vary according to department/division requirements. Each project shall be negotiated separately. All Owner school and county departments will have the opportunity to utilize the resulting contracts as needs arise. The successful Firm(s) will be required to use terms and conditions and bidding instructions designated and/or prepared by the Owner for any documents prepared for purposes of bidding projects. The Owner terms and instructions may also include specific federal or, additional provisions, based on funding sources for projects, as a component of the solicitation documents. The potential tasks identified in this RFP are for information to the Offeror and for proposal evaluation purposes only. Tasks shall not be construed to represent any amount, which the Owner shall be obligated to purchase under the contract, or relieve the Firm of their obligation to fill all orders placed by the Owner.

Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value.

No proposal will be considered which stipulates that the Owner guarantee to order a specific quantity of any service.

4.1 Architectural Services:

4.1.1 Facilities requirements and utilization

4.1.2 Feasibility studies for new, renovation and alteration projects

4.1.3 Preparation of preliminary documents, working drawings and specifications

4.1.4 Studies and audits for compliance with federal, state and local regulations

4.1.5 Services related to minor, and/or new construction, renovation and alteration projects to include planning, handicapped accessibility, project evaluation, electrical engineering, mechanical engineering, structural engineering, civil engineering, landscape architecture, conceptual design, and land survey

4.1.6 Development of maintenance management programs.

4.1.7 Development of High-Performance Facilities. Sustainable design services including LEED certified design (or equivalent), energy efficient design or Energy Star certified design, energy efficiency evaluations/studies and/or energy modeling

4.2 Construction Administration/Management:

4.2.1 Administer construction contracts in accordance with applicable laws and regulations to include interpreting requirements.

4.2.2 Monitoring performance to ensure compliance with contract requirements and inspect, evaluate and make recommendations to the Owner for approval of construction.

4.2.3 Act on behalf of the Owner regarding all contact with a construction contractor; serve as liaison between the Owner and the construction contractor.

4.2.4 Monitor construction work progress and determine payment due for complete work and issue certificates for payment based on actual completed work and the evaluation of such work for conformance with the contract.

4.2.5 Reject work that fails to comply with specifications and requirements of the construction contract documents.

4.2.6 Prepare change orders approved by the Owner.

4.2.7 Review; approve/disapprove shop drawings, samples, and other submissions to determine compliance and conformance with the Contract Documents

4.2.8 Development of maintenance management programs.

4.2.9 Value Engineering Services

4.2.10 Constructability reviews of designs prepared by others

4.2.11 Assist Owner with bidding and negotiation

4.3 Civil Engineering:

4.3.1 Site requirements;

4.3.2 Design/evaluation of site drainage and storm water management

4.3.3 Design/evaluation of traffic control and/or circulation

4.3.4 Design/evaluation of on-site survey sanitary sewer treatment facilities and utilization studies

4.3.5 Design and preparation of preliminary documents, working drawings and specifications

4.3.6 Design, investigation, and analysis of potable water systems.

4.3.7 Development of maintenance management programs.

4.3.8 Additional services as required/requested by the Owner for new construction or modifications to existing sites to include, but not be limited to planning, project

evaluation and land survey.

4.3.9 Studies and audits for compliance with federal, state and local regulations.

4.3.10 Land Use Planning.

4.3.11 Review/Advise and/or conduct right of way acquisition and real estate acquisition.

4.4 Surveying Services:

4.4.1 Plat preparation for easements, right-of-way, property conveyance, etc.

4.4.2 Boundary surveys including deed research.

4.4.3 Topographic and as-built surveys.

4.4.4 Surveys for design/evaluation of drainage, storm sewer, transportation, etc.

4.4.5 Hydrology/hydraulic studies and designs.

4.5 Structural Engineering:

4.5.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.5.2 Design and preparation of preliminary documents, working drawings and specifications

4.5.3 Development of maintenance management programs.

4.5.4 Investigations and analysis of existing structures.

4.5.5 Additional services as required/requested by the Owner for minor and/or new construction or renovation projects to include planning and project evaluation

4.6 Mechanical Engineering:

4.6.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.6.2 Design and preparation of preliminary documents, working drawings and specifications

4.6.3 Investigations and analysis of existing mechanical systems

4.6.4 Development of maintenance management programs.

4.6.5 Studies and audits for compliance with federal, state and local regulations,

4.7 Electrical Engineering:

4.7.1 Facilities requirements and utilization studies; feasibility studies for renovation and alteration projects

4.7.2 Design and preparation of preliminary documents, working drawings and specifications

4.7.3 Investigations and analysis of existing electrical systems

4.7.4 Development of maintenance management programs.

4.7.5 Additional services related to minor and/or new construction or renovation projects

4.8 Plumbing Engineering:

4.8.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.8.2 Design and preparation of preliminary documents, working drawings and specifications

4.8.3 Development of maintenance management programs.

4.8.4 Investigations and analysis of existing plumbing systems

4.8.5 Additional services related to minor and/or new construction or renovation projects to include planning, handicapped accessibility and project evaluation

4.9 Geotechnical Engineering:

4.9.1 Studies, reports and investigations of existing and proposed sites for suitability of soils and adequate bearing capacity for footings common to Owner buildings.

4.9.2 Investigations of structural failures believed caused by sub-surface conditions.

4.9.3 Advise the Owner on proposed pavement design and rehabilitation, correction of drainage and site problems related to soil conditions

4.9.4 Offeror's shall have drilling and laboratory facilities adequate to perform bearing capacity, soil compaction, soil classification (AASHTO and Unified), CBR and determination of rock profiles.

4.10 <u>Environmental Engineering:</u>

4.10.1 Phase I services to include but not limited to: physical description of site; determination of adjacent land use; preparation of land use history and review of records associated with the site, and; submission of a written report summarizing conclusions of studies and land use recommendations

4.10.2 Phase II services to include but not limited to: planning and execution of a sampling program(s); installation and sampling from monitoring wells; analyzing samples obtained from sampling activities, and; submission of written reports summarizing results of sampling and analysis activities and recommendations for use and development of lands

4.10.3 Phase III services to include but not limited to: preparation of plans and specifications for remediation of environmental problems; project management and remediation activities, and; preparation of written reports and recommendations for regulating bodies

4.10.4 Environmental activities related to transportation projects including NEPA document preparation, SERP studies and evaluations, permitting, and other activities as necessary;

4.10.5 Environmental studies including, cultural and natural resources, and endangered species, and surface water impacts associated with proposed developments. This may also include environmental due diligence on property acquisitions and environmental monitoring to meet specific permit conditions;

4.10.6 Asbestos, lead paint and radon testing and evaluations including management and oversight of third party contractors and consultants as required;

4.10.7 A variety of environmental services related to above and below ground petroleum storage tanks including, pollution prevention, spill response removal and installation issues and other services as required;

4.10.8 VPDES permitting, training, public outreach and general program management assistance.

4.10.9 Miscellaneous services including noise and odor analyses, regulatory compliance auditing, training, environmental feasibility studies, and other applications as necessary;

4.10.10 Hazardous materials assessment and remediation, spill response, handling and related services.

4.10.11 Environmental grant proposals, implementation, and administrative management

4.10.12 Appearances before various regulatory agencies, groups and/or Boards to present and explain reports and recommendations, and court appearances made necessary by litigation.

4.11 <u>Traffic/Transportation Planning and Engineering:</u>

4.11.1 Review and/or evaluation of traffic impact analyses, capacity analyses and signal warrant analyses.

4.11.2 Review/Advise and/or conduct right of way acquisition and real estate acquisition.

4.11.3 Conduct transportation, operational, and feasibility studies.

4.11.4 Conduct conceptual design and context-sensitive design.

4.11.5 Conduct preliminary engineering design.

4.11.6 Prepare cost estimates for transportation/traffic solutions.

4.11.7 Conduct traffic counts in accordance with VDOT requirements.

4.11.8 Prepare concept and detailed drawings for proposed access, road improvement and other transportation related projects including Greenway and trail projects.

4.11.9 Public participation and outreach efforts.

4.11.10 Additional services as may be required/requested by the Owner not covered above

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES:

4.12 The successful Firm(s) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Firm or any employee, agent, or subcontractor of the Firm under this Agreement. The Firm shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent or subcontractor's designs, drawings, specifications, reports and other services.

4.12.1 Approval by the Owner of drawings, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve Firm of their responsibility for the technical accuracy and adequacy of the work.

4.12.2 The Firm shall be and remain liable in accordance with applicable law for all damages to the Owner caused by the Firm or any employee, agent or subcontractor of the Firm. To include violation of any law, bylaw, ordinance, regulation or decree; the negligent performance of any of the services furnished or by error or omission act on the part of the Firm, it's employees, agent or subcontractor, causing personal injury, damages or violation of rights under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the Owner or Owner furnished data.

4.12.3 The Firm shall not be responsible for any time delays in the project caused by circumstances not reasonably foreseeable, which are beyond the Firm's control. The Firm shall give the Owner prompt written notice whenever the Firm becomes aware of any development that affects the timing of the Firm's services.

4.12.4 The services to be performed by the Firm under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Firm toward any person or persons not a party to this Agreement including, but not limited to, any Firm, subcontractor, supplier, or the agents, officers, employees, insurers or sureties of any of them.

4.13 It is the policy of the Virginia Department of Transportation and the Owner that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified DBE firms is maintained on their web site (http://www.dmbe.virginia.gov/) under the DBE Vendor Directory of Virginia Unified Certification Program. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential sub consultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. [Include the following wording on federally funded projects with stated DBE goals: The DBE contract goal for this procurement is **12 %.**

While the State and Owner support utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of consultant contracts, it is not a requirement of this RFP nor does use of a SWaM vendor meet the DBE contract goal requirements.

For portions of the services to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

Written documentation of the prime's commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.

Written confirmation from the DBE or SWaM firm that it is participating, including a description of the services to be performed and the percent of participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on quarterly basis.

Any DBE or SWaM firm must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM sub consultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work**.**

4.14 Offeror's shall thoroughly review all requirements of Attachment A, while preparing their proposal submission. Offeror's are also advised to complete and return all forms or pages of this RFP inclusive of those in the Attachments, with their proposal response, to constitute a thorough, complete response for Owner evaluation and review.

5.0 <u>OWNER'S RESPONSIBILITIES</u>:

5.1 The Owner will assist the Firm by placing at its disposal all available information, upon written request of the Firm, pertinent to the Project Order including previous reports and any other data relative to the Project.

5.2 The Owner will furnish to the Firm, as required for performance of Firm's Project Orders, all as-built data on the project elements upon written request of the Firm.

5.3 Upon written request of the Firm, the Owner shall examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Firm, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination, and render in writing, pertinent decisions within a reasonable time.

5.4 The Owner will provide prompt written notice to Firm whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Firm's services or any defect in the work.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

6.1 General Requirements

In order to be considered for selection, Offeror's must submit a complete response to the RFP**. One (1) original and three (3) copies of each proposal must be submitted to the Procurement Division, along with a flash drive containing the entire proposal response with proprietary sections redacted.** The Offeror shall make no other distribution of the proposal.

7.1.1 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. The Owner may reject proposals that are substantially incomplete or lacking key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

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

7.1.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Scope of Services described**.**

7.1.4 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.

7.1.5 All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided.

7.1.6 **Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at https://www.scc.virginia.gov/default.aspx. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under**

the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation http://www.dpor.virginia.gov/, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the Owner. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

6.2 Specific Proposal Requirements:

6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required**.**

6.2.2 Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, e-mail address; and any other pertinent information relative to the size and organizational structure of the company.

6.2.3 Describe Offeror's previous background and experience relative to Architectural and Engineering transportation related projects funded, including federally funded projects. Provide five (5) references from former or current government (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons), on the form provided in Attachment C. It is preferred that Offeror's provide references that do not include Fauquier County.

6.2.4 Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

(Affiliate Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms, which are owned by a holding company or a third party, but otherwise, meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.)

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

6.2.5 The Offeror shall provide a written narrative describing the approach/methodology for providing services within the disciplines noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Scope of Services. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy that requirement or discipline.

6.2.6 Individual resumes describing the representative or representatives on behalf of the Offeror. Resume describing the qualifications, education and experience of personnel to be assigned. Identify persons authorized to represent the Offeror.

6.2.7 Exceptions to RFP: Per the Virginia Public Procurement Act, Section 2.2-4302.2, (A) (3), Offeror's will not be instructed to provide exceptions to the RFP, unless and until Offeror is selected for negotiations. At the time of selection, Offeror shall provide full disclosure of all exceptions to the RFP. Offeror's are expected to prepare all exceptions in advance, in order to be prepared to provide exceptions, promptly, upon request, to facilitate the negotiation process.

Note to Offeror's: Due to the anticipated volume of responses to this RFP, Offeror's are strongly encouraged to provide as concise a proposal as possible which addressing all requirements

7.0 EVALUATION AND AWARD CRITERIA, AND ADDITIONAL INFORMATION:

7.1 Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria.

7.1.1 Method and Plan for Providing Services- Understanding the Scope; the proposed approach; Expertise, experience and qualifications of team in providing services as related to the disciplines noted within the scope of services. (**50 points)**

7.1.2 Qualifications and Experience- Team Experience; Organization Capabilities; Expertise, experience and qualifications in project management as related to the scope of services; Quality of workmanship and performance of the Consultant; Past performance on contracts with respect to cost control, coordination and quality of work, and ability to meet schedules. **(35 points)**

7.1.3 Organizational Capability- Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants.
(15 points)

7.2 Award of Contract: The Owner shall engage in individual discussions with two or more Offeror's deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible, if the Owner chooses to conduct them, although historically, the Owner does not interview for Open-End/As-Required solicitations of this nature. Such Offeror's shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed variety of projects, as well as alternative concepts.

Proprietary information from competing Offeror's shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors

published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more Offeror's whose professional qualifications and proposed services are deemed most meritorious.

The Owner will request non-binding fees from the top ranked Offeror at this stage, in addition to any exceptions taken to the RFP inclusive of the Terms and Conditions. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Traditionally, contract prices for this type of Open-End as Required contract; consist of hourly rates and any other travel or expense rates. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price, with acceptable terms and conditions if exceptions are taken.

Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. It is the Owner's intention, however, that multiple contracts will be awarded for this proposal

Contract award for services specified in this RFP are non-exclusive and does not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award contracts deemed to be in the Owner's best interest.

7.3 Ownership of Documents: Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Firm in the performance of its obligations under the contract shall be the exclusive property of the Owner, and all such materials shall be returned to the Owner upon completion, termination, or cancellation of this contract. The Firm shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Firm's obligations under the resulting contract without the prior written consent of the Owner. However, the Firm may retain file copies, which cannot be used without prior written consent of the Owner. The Owner agrees that the Firm shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Firm is not the firm of record.

7.4 Term of Contract: The initial contract term shall be limited to two (2) years, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one year terms shall be equal to the initial term or $5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to future term, and at a reasonable time (approximately 90 days) prior to the expiration. Annual contract adjustments will be in conformance with VDOT maximum allowed rates and escalation factors.

7.5 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Firms(s) certifies they will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Owner reserves the right to

require the Firm to furnish certificates of insurance for the coverage required, and endorsed to name Fauquier County and the Fauquier County School Board as additional insured.

8.0 PROCEDURES FOR ORDERING SERVICES:

8.1 Project Orders: Project cost proposals will comply with the requirements of the VDOT LAP manual, VDOT Manual for the Procurement and Management of Professional Services, and related Professional Services Contract rate and escalation limitations, as applicable. All Offeror's will be required to submit VDOT fee and personnel tracking templates for ACO and/or DBE reviews, as applicable.

8.2 The Owner or authorized representative will request a cost proposal for each project. At its own expense, the Firm shall visit the site, if required, and prepare a detailed cost proposal, based on the allowable contract rates, for accomplishing the work. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules.

8.3 Each Project Order will be reviewed and approved in writing by the Owner prior to Firm initiating any work. If any Project Order appears indefinite, unclear or contradictory, the Firm shall consult with the Owner's representative for interpretation and clarification prior to the Firm's commencement of work on that Project Order. The Firm shall be responsible for conveying the interpretation and /or clarification of any Project Order to its employees, agents or subcontractors or sub-Firms, Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonable implied for proper completion of the Project Order. If the Owner requires the Firm's attendance at multiple meetings on site, the Owner will convey this with their project order.

8.4 Following successful negotiations, the Owner will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Procurement Division. Once the Procurement Division has processed (and assigned a number), the Owner may authorize the Firm to proceed with the work.

8.5 The Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the Owner's representative. The Firm assumes all risk and financial liability for any services rendered without such proper authorization.

8.6 Should additional services be requested beyond the scope of any executed Project Order/Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work. If any work is completed prior to the execution of these adjustments by the Procurement Division and notification by Owner's representative, the Firm assumes all risk and financial liability for any services rendered without such proper authorization.

8.7 The Owner's Representative of the services outlined in the Project Order shall consider the Firm's services complete upon satisfactory completion and acceptance.

8.8 Purchase Order Restriction: No individual purchase order fee shall exceed $500,000 and the aggregate of total fees for all purchase orders issued shall not exceed $1,500,000 per contract annual term.

9.0 SPECIAL TERMS AND CONDITIONS:

9.1 Contingent Fee Warranty: The Firm warrants that it has not employed or retained any person or persons not generally associated with Firm for the purpose of soliciting or securing this agreement. The Firm further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

9.2 Authority to Bind Firm in Contract: Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind his Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.

9.3 Severability: In the event 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.

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

9.5 **All firms submitting Expressions of Interest (prime consultants, joint ventures and sub consultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All architectural or engineering firms selected for a project (prime consultants, joint ventures and sub consultants) must submit their FAR audit data along with a Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the Department within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. A sample Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at http://www.virginiadot.org/business/gpmps.asp. Should any firm on the consultant team fail to submit the required audit data and the Owner may terminate certification within the 10 workdays, negotiations and the next most qualified team invited to submit a proposal.**

9.6 **The Owner assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all sub consultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 workdays of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds $10,000.**

9.7 **The Owner does not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity, which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, assigned buyers may assist the Purchasing Agent. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions, authorities shall be of no effect and void, and the Owner shall not be bound thereby.

2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS**: Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.

4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS**: Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal that has been modified.

5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

a. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Procurement Division.
b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or 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/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1
IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS**: In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.

13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.

15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.

16. **ETHICS IN PUBLIC CONTRACTING**: The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time,, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT**: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner 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. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at http://www.fauquiercounty.gov/government/departments-h-z/procurement

26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS**: In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS**: Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.

29. **ANTITRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.

30. **INVOICING AND PAYMENT TERMS**: Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

31. **PAYMENT TO SUBCONTRACTORS**: A contractor awarded a contract under this solicitation is hereby obligated:
a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (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 the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.

33. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.

34. **ANTI-DISCRIMINATION**: By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over $10,000 the provisions in A and B below apply:
a. During the performance of this contract, the Contractor agrees as follows:
1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
b. The Contractor will include the provisions of a. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **CHANGES TO THE CONTRACT**: Changes can only be made to the contract in one of the following ways:
a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
1) By mutual agreement between the parties in writing; or
2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
c. No modification for a fixed price contract may be increased by more than 25% or $50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

36.. **INDEMNIFICATION**: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence

or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

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

For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. Termination for Convenience**:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.

b. Termination for Cause: Termination by the Owner 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. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) 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 canceled without any liability or penalty to Owner.

39.USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION**: As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.

52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- Purchase Order Number,
- Name of Article and Stock Number,
- Quantity Ordered,
- Quantity Shipped,
- Quantity Back Ordered,
- The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.

54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. 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. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required		Coverage Required	Limits (figures denotes minimum)
X	1.	**Workers' Compensation** and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes $100,000/$500,000/$100,000 Statutory Statutory
X	2.	**Commercial General Liability** General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. $1,000,000 (CSL) Each Occurrence $2,000,000 $2,000,000 $1,000,000 $100,000 per Occurrence
X	3.	**Automobile Liability** Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. $1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
___	4.	**Prof. Errors and Omissions** Best's Guide Rating-A-VIII or better or its equivalent	4. $1,000,000 (CSL) Each Claim
___	5.	**Garage Liability**	5. $1,000,000 CSL Each Occurrence
___	6.	**Garage Keeper's Legal Liability** Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
___	7.	**Umbrella Liability** Best's Guide Rating-A-VIII or better, or its equivalent.	7. $1,000,000 Minimum
___	8.	**Other Insurance:** Cyber Liability as needed	8. $1,000,000 Minimum
X	9.	**Auto and General Liability Policies <u>shall be endorsed to name</u> Fauquier County as additional insured** (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
X	10.	The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
X	11.	**The Certificate must state Bid/RFP No. and Bid/RFP Title.**	
X	12.	**Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.**	

OFFEROR STATEMENT

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

_____
FIRM

_____
SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets', and "proprietary information" including processes.
Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ****

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless the County Administrator or School Superintendent grants a waiver of this requirement and the administrative policies and procedures established to implement this section, as applicable.

If the County of Fauquier, Virginia, accepts this quote for goods or services, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

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

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

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

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

_____
Legal Name of Offeror/Bidder

_____
Date

_____
Authorized Signature

_____
Print or Type Name and Title

RETURN THIS PAGE

VDOT

ATTACHMENT A – GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH LAWS AND REGULATIONS: The Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Consultant. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with all such laws,ordinances, regulations, orders, and decrees; and shall protect and indemnify the Commonwealth of Virginia, the Department and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or decree, the Consultant shall immediately report the same to the Department in writing.

2. VIRGINIA PROHIBITED EMPLOYMENT DISCRIMINATION: The Consultant, its agents, employees, assigns or successors, and any person, firm, or agency of whatever naturewith whom it may contract or make an agreement, shall comply with the provisions of the Section 2.2-4311 of the Code of Virginia (1950), as amended, and Executive Order 61 (2017). During the performance of this Agreement, the Consultant agrees as follows:

   a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status, or other basis prohibited by state law relating to discrimination in employment, except where thereis a bona fide occupational qualification reasonably necessary to the normal operationof the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that the Consultant is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   The Consultant will include the provisions of the foregoing paragraphs “a”, “b” and “c”in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor.

3. NON-DISCRIMINATION PROVISION: The Consultant agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipientof services, on the basis of race, religion, color, sex or national origin; and further agrees to abideby Executive Order No. 11246 entitled “Equal Employment Opportunity,” as amended by

Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Section 49 CFR 21 is incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The Consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

a. withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
b. cancellation, termination or suspension of this Agreement, in whole or in part.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of thisAgreement, the Consultant, for itself, its assignees and successors in interest (herein referred toas "the Consultant"), shall comply with the provisions of USDOT 1050.2A, Appendices A andE, which are attached as Exhibit 1, in addition to the following provisions:

a. Consultants and subconsultants shall include the provisions of Exhibit 1 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
b. Consultants and subconsultants shall submit an updated Title VI Evaluation Report annually as long as the Consultant or subconsultant is performing in accordance with this Agreement.

5. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Agreement, the Consultant certifies that it does not maintain or provide for its employeesany segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees anysegregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Consultant further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants andother eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated onthe basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of

subcontracts or the consummation of material supply agreements exceeding ten thousand dollars,and that it will retain such certifications in its files.

6. DISADVANTAGED BUSINESS ENTERPRISES/SMALL, WOMAN AND MINORITY BUSINESS: The Consultant, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreementby reference. The Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Subpart A of 49 CFR 26, Section 26.13 requires that each contract signed with a contractor (and that each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

   The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may resultin the termination of this contract or such other remedy as the recipient deems appropriate.

   Further, the Consultant agrees to provide the Department with the dollar amount contracted and name of each subcontractor which identifies itself as a DBE.

   In accordance with the Governor's Executive Order No. 20, the Department also requires the utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of consultant contracts. The Consultant shall take all necessary and reasonable steps in accordance with Executive Order No. 20, to ensure that SWaM firms have the maximumopportunity to compete for and perform contracts and subcontracts under this Agreement. Further, the Consultant agrees to provide the Department with the dollar amount contracted and name of each subcontractor which identifies itself as a SWaM.

   The Department is also required to capture DBE and SWaM payment information on all professional services contracts. Therefore, the prime consultant will be required to complete the DBE and SWaM Payment Compliance Report, C-63 form on a quarterly basis.

   In the event of the Consultant's noncompliance with the DBE/SWaM participation for theservices indicated in Expression of Interest in response to the RFP, Attachment D, Scope of Work and Fee Proposal of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under this Agreement until the Consultantcomplies, and/or

b. Cancellation, termination or suspension of this Agreement, in whole or in part.

7. TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, theConsultant agrees to ensure that all citizens have equally effective communication. The Consultant agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The Consultant will provide notice of a TDD/TTY number whenever a standardtelephone number is provided.

8. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Agreement, the Consultant certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

9. *"Compliance with Va. Code 2.2-4308.2 – If the Consultant is an employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000with any agency of the Commonwealth to perform work or provide services pursuant to such contract, it shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. If the Consultant fails to comply with this provision, it shall be debarred from contracting with any agency of the Commonwealth for a period of up to one year. Such debarment shall cease upon the Consultant's registration and participation in the E-Verify program."*

10. OCCUPATIONAL SAFETY AND HEALTH STANDARDS: The Consultant shall not require any individual employed in the performance of this Agreement to work in surroundingsor under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any subcontract entered into pursuant to this Agreement.

In addition, the Consultant shall abide by the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1-51.1 of the Code of Virginia. Any violation of the aforementioned requirements or duties which is brought to the attention of the Consultant by any person shall be immediately abated.

11. CERTIFICATION REGARDING DEBARMENT: By the execution of this Agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or hada civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. LEGAL JURISDICTION: This Agreement shall be construed and shall be governed in accordance with the Constitution and the laws of the Commonwealth of Virginia.

13. SEVERABILITY: The declaration by any court, or other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless said provisions are mutually dependent.

14. FINAL ACCEPTANCE AND FINAL PAYMENT: All services performed under this Agreement shall be performed in accordance with the current standards, policies, and procedures of the Department, and in the case of projects using federal funds, the Federal Highway Administration (FHWA). All services shall be subject to the approval of the Department through its designated representatives.

Upon receipt of a written notice from the Consultant of completion of the services, the Department will make a review to determine if all services specified in the Agreement have beensatisfactorily completed. If all services have been satisfactorily completed, the Department will make final acceptance. The Consultant will be notified of final acceptance in writing.

If the review discloses that any services, in whole or in part, are incomplete or unacceptable, the Consultant shall immediately correct the deficiency. Upon completion orcorrection of the services, another review will be made that will constitute the final review. In such event, providing the services are complete and acceptable, the Department will make the final acceptance and the Consultant will be notified of final acceptance in writing.

When final acceptance has been duly made by the Department, the Consultant shall submit a final estimate voucher. Except as provided for in Section 17, any disputes or claims between the Consultant and the Department or between the Consultant and any subconsultant shall have been resolved prior to the final estimate being submitted. Upon review and approval of the final estimate voucher by the Department, the Consultant will be paid the entire sum due after previous payments are deducted and other amounts are retained or deducted under the provisions of the Agreement. Final payment will become due and the final estimate paid within sixty (60) calendar days after approval of the final estimate voucher. The Department will notify

the Consultant in writing when the final payment is made. Payments shall be subject tocorrection at the time of the final audit.

15. CLAIMS FOR ADDITIONAL TIME OR COMPENSATION: Claims for services not clearly authorized by this Agreement, or not ordered by the Department by prior written authorization, shall not be paid, nor shall any additional time be granted to complete the services.The Consultant shall notify the Department in writing, and wait for written approval, before it begins providing services not previously authorized. If such notification and approval is not given or the claim is not properly documented, the Consultant shall not be paid the extracompensation, nor be granted any additional time. Proper documentation alone shall not provethe validity of the claim. If the claim is found to be valid, it shall be allowed and paid for in accordance with the terms of a supplemental agreement.

16. AGREEMENT MODIFICATION: The Department may, at any time, by written order, make any changes in this Agreement which either increase or decrease the services hereunder. Ifsuch change causes an increase or decrease in the cost of or the time required for performance of this Agreement, an equitable increase or decrease in consideration may be made and this Agreement shall be modified in writing by a Supplemental Agreement between the Department and the Consultant. The Supplemental Agreement shall set forth the proposed changes in services, extension of time for completion and adjustment of the compensation, including net fee,to be paid the Consultant, if any. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in this Agreement, but nothing in this section shall excuse the Consultant from promptly and diligently proceeding with the prosecution of the services so changed.

17. DELAYS: If the services provided for under this Agreement should be delayed due to factors or conditions beyond the control of the Consultant and through no fault or negligence on its part, the Consultant may apply in writing for an extension of time and/or an adjustment in compensation. This request shall be accompanied by substantiating data to justify any extension of time and/or adjustment in compensation. If, in the opinion of the Commissioner of Highways or his duly authorized representative, a delay due to factors and conditions beyond the Consultant's control is justified, the Consultant may be granted an extension of time and/or adjustment in compensation.

18. DISPUTES: Any contractual claim in connection with the services provided, whether for money or other relief, not disposed of by mutual agreement shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such a claim shall have been given at the time of the occurrence or beginning of the services upon which the claim is based. Submission of a notice of claim as specified shall be mandatory. Failure to submit such a notice shall be a conclusive waiver of such claim by the Consultant. An oral notice or statement will not be sufficient nor will a notice or statement after the event.

At the time of occurrence or prior to providing the services, the Consultant shall furnish the Department an itemized fee proposal for which additional compensation will be claimed. TheConsultant shall keep a separate record of actual cost for the services. Failure on the part of the Consultant to afford the Department proper records of actual costs will constitute a waiver of a

claim for such extra compensation except to the extent that it is substantiated by the Department's records. The filing of such notice by the Consultant and the keeping of cost recordsby the Consultant shall in no way establish the validity of a claim. The data furnished by the Consultant shall be subject to a complete audit by the Department or its authorized representativeif they are to be used as a basis for claim settlement.

Upon completion of the Agreement, the Consultant may, within sixty (60) days from the date of final payment, submit to the Department a written claim for the amount he deems he is entitled to under the Agreement. The final payment date shall be that date set forth in a letterfrom the Department to the Consultant at the time the final estimate is submitted to the Fiscal Division for vouchering. The claim shall set forth the facts upon which the claim is based. The Consultant shall include all pertinent data and correspondence that may substantiate the claim. Within ninety (90) days from receipt of the claim, the Department will make an investigation andnotify the Consultant of its decision.

If the consultant is dissatisfied with the decision, he shall notify the Commissioner in writing within thirty (30) days from receipt of the Department's decision that he desires toappear before him, whether in person or through counsel, and present additional facts and arguments in support of his claim. The Commissioner will schedule and meet with the Consultant within thirty (30) days after receiving the request. Within forty-five (45) days from the date of the meeting, the Commissioner will investigate the claim, including the additional facts presented, and notify the Consultant in writing of his decision. If the Commissioner deems that all or any portion of a claim is valid, he shall have the authority to negotiate a settlementwith the Consultant subject to the provisions of Section 2.2-514 of the Code of Virginia 1950 as amended. If dissatisfied with the decision, the Consultant shall be entitled to institute judicial review if such action is brought within six months of receipt of the Commissioner's written decision. Any civil action by the Consultant shall be subject to the provisions of Section 2.2-4363 (D) of the Code of Virginia (1950), as amended.

Upon completion of the final audit, the Consultant may, within sixty (60) days from the date of receipt of the final audit letter from the Department, submit to the Department a written claim for the amounts he disputes in the final audit. The dispute resolution process will be the same as outlined above for claims.

Any monies that become payable as the result of claim settlement after payment of the final estimate or final audit dispute resolution will not be subject to payment of interest unless such payment is specified as a condition of the claim settlement.

19. CONFLICTS OF INTEREST: No member of or delegate to the Congress of the United States shall be entitled to any share or part of this Agreement or to any benefit arising therefrom. The Consultant shall not engage the services of any person employed by the Department on any services covered by this Agreement without written permission of the Department. Written permission will not be granted for any employee having official responsibility, as that term is defined in Section 2.2-4368 of the Code of Virginia, who dealt in an official capacity with the Consultant concerning procurement during his employment or for a period of one year from cessation of employment by the Department unless the employee or former employee provides

written notification to the Department and receives written permission prior to commencement of employment by the Consultant. Any violation of these provisions by the Consultant shall be a basis for immediate termination of this agreement for cause.

20. COVENANT AGAINST CONTINGENCY FEES: The Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than subconsultants identified in this Letter of Agreement or a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

    For breach or violation of this warranty, the Department shall have the right to void this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift,or contingent fee.

21. INSURANCE: The Consultant shall furnish the Department a certificate evidencing comprehensive commercial general liability insurance in an amount acceptable to the Department prior to beginning any work on the project, and agrees to maintain this amount throughout the life of this Agreement.

    The Consultant shall provide the Department with a certificate evidencing professional liability insurance in an amount acceptable to the Department and agrees to maintain this amountthrough the life of this Agreement.

    The Consultant shall provide the Department with a certificate evidencing worker'scompensation insurance as required by law by an insurer authorized to transact the business of worker's compensation insurance in this Commonwealth or in compliance with Section 65.2-801of the Code of Virginia (1950), as amended, and agrees to maintain this amount through the life of this Agreement.

    In the event of a non-renewal or cancellation of such required insurance coverage, thirty (30) days written notice must be given to the Department prior to such non-renewal or cancellation. Certificates evidencing insurance shall be submitted annually to the Department.

22. PROGRESS SCHEDULE AND REPORTS: The Consultant shall furnish the Department aschedule of progress which it proposes to follow throughout the term of this Agreement. No services shall commence until such schedule has been approved in writing by the Department. The schedule shall indicate starting and completion times of each significant task for each major element of this Agreement, and shall have the capability of indicating the proposed percentage ofcompletion at any point for each element, if so required by the Department.

    The Consultant shall submit a monthly progress report in a format acceptable to the Department.

23. PLANS AND REPORTS: Plans and reports shall be completed and delivered to the Department according to the progress schedule or as otherwise directed, in a format acceptable tothe Department.

24. CORRECTION OF ERRORS: The Consultant shall check for accuracy any reports, and thedesign, drafting and details of final plans prior to submission. The Consultant will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse the Department for any costs incurred. Acceptance of the plans or reports by the Department shall not relieve the Consultant of the responsibility of subsequent correction of errors.

Costs incurred by the Consultant in correcting errors in the plans or reports and reimbursing the Department for costs incurred by the Department as a result of such error shallbe maintained in a separate account. Such account shall be clearly coded and identified, and shall be subject to audit by the Department. Such costs shall not be billed to the Department as adirect charge or an overhead item.

25. LIABILITY, INDEMNIFICATION, STANDARD OF PERFORMANCE: The Consultant shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Consultant shall indemnify, defend and hold harmless the Commonwealth of Virginia, the Department, its officers, agents and employees from and against any and all damages, claims, suits, judgments, expenses, actions andcosts of every name and description caused by any negligent act or omission in the performance by the Consultant, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

The Consultant shall also be liable for all damages, costs and additional expense incurred by the Department, including but not limited to damages, costs and expenses resulting from claims brought against the Department by the construction contractor(s), caused by the failure of the Consultant to perform the services with the same degree and standard of care and skill normally expected of and provided by consultants in the performance of the same or similar services.

Acceptance of the services by the Department shall not waive any of the rights of the Department contained in this section nor release or absolve the Consultant from any liability, responsibility or duty contained herein.

26. TERMINATION: This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing and signed by the parties.
b. By the Department without cause, in whole or in part, at any time, with fifteen (15) days advance notice in writing, by the end of which period the Consultant shall have discontinued all services and shall have delivered to the Department all reports,

records, drawings, field notes, plans and other data completed or partially completed, which shall become and remain the sole property of the Department. The Departmentreserves the right to terminate this Agreement without the fifteen (15) days advance notice in the event the Consultant avails itself of the Federal or State BankruptcyLaws or merges with or spins off from an entity. The Department's decision is not subject to review.

c. By the Department without advance written notice, due to the failure of the Consultant to perform the services or fulfill its obligation(s) under this Agreement, in which case the Department may take over the services and prosecute the same to completion by further agreement or otherwise, and the Consultant shall be liable tothe Department for any excess cost occasioned to the Department thereby.

d. By failure of the General Assembly to appropriate, or the Commonwealth Transportation Board to allocate, sufficient funds to continue the services, in which event the Agreement will terminate upon depletion of the then currently appropriated or allocated funds.

27. ASSIGNMENT AND SUBCONTRACTING: This Agreement, being intended to secure thepersonal services of the individuals constituting the firm which is a party to this Agreement and referred to collectively as "the Consultant," shall not be assigned, subcontracted or transferred without consent of the Department in writing. This Agreement shall inure to the benefit of and shall be binding upon the personal representatives and legal successors of the respective parties hereto. Nothing contained in this Agreement is intended or shall be construed to inure to the benefit of any person or entity other than the parties hereto and their legal successors.

The Consultant shall not subcontract or assign all or any part of the services provided under this Agreement, except as expressly stated in this Agreement, without the prior written approval of the Department. Such consent to subcontract, assign or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement. The Consultant is fully responsible for the satisfactory completion of all subcontracted services. Subcontracts shall include all provisions of this Agreement, except that retainage need not be withheld on subcontracts, and the Consultant shall be responsible for seeing that these provisions are complied with. No subcontracting by a subcontractor is allowed without prior written approval of the Department.

28. PAYMENT TO SUBCONTRACTORS: In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the Department, or shall notify the Department and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment.

In the event payment is not made as noted, the Consultant shall pay interest at the rate of one percent per month to the subcontractor, unless otherwise provided in this Agreement, on all amounts that remain unpaid after seven (7) days except for the amounts withheld according to this Agreement.

The Department does not require retainage to be withheld by the Consultant on any subcontracts. If the Consultant elects to withhold retainage on subcontracts, prompt payment of the retainage shall be made to the subcontractors within the later of 60 days after the final billing is received by the Consultant from the subcontractor or the satisfactory acceptance of theservices by the Department. The Department will notify the Consultant and the subcontractor in writing when the services have been satisfactorily accepted. If the retainage is not promptly paid,the Consultant shall notify the Department and the subcontractor in writing as to the reasons for not making payment.

These same requirements shall be included in each subcontractor agreement and shall be applicable to each lower-tier subcontractor.

29. CONSULTANT RELATIONSHIPS TO CONTRACTORS: The Consultant shall serve only in a consulting and professional capacity and is not by this Agreement authorized to be, or represent itself to be the agent or servant of the Department. The function, duties and responsibilities of the Consultant with respect to any contractor employed by the Department in connection with a project shall be consistent with the preceding sentence, and in no case shall theConsultant assume any of the obligations of the Department to any contractor. The Consultant shall refer any questions from a contractor to the Department. Any Consultant employee who is assigned a VDOT email account shall identify the name of the firm under which they are employed in the signature block and shall clearly indicate that they are not employees of VDOT.

In addition, while attending any meetings for assignments under this contract, the Consultant employee(s) shall introduce themselves as a Consultant to VDOT while also noting the name of the company they are employed with. For the avoidance of doubt, in no instance, shall the Consultant employee(s) identify themselves as VDOT.

30. COMPLIANCE WITH LOBBYING RESTRICTIONS (This section only applies to agreements using federal funds.): By signing this Agreement, the Consultant certifies that:

a. Since promulgation of the federal requirements implementing Section 1352 of Title 31, U.S.C. (PL 101-121, Section 319) entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.”, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan,the entering into of any cooperative agreement, and the extension, continuation,renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard

Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with itsinstructions; and

c. The Consultant shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.

31. RECORDS: The Consultant and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Consultant’s offices at all reasonable times and will be subject to audit and inspection by the Department or any authorized representatives of the Federal Government.

Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the Consultant and the subcontractor and forthree years after written acceptance by the Consultant, for audit and inspection by the Department or any authorized representatives of the Federal Government. It shall be the Consultant’s responsibility to notify the Department, in writing, of the completion of that subcontractor’s portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the Consultant’s liability forany costs not supported by the proper documentation for the subcontractor’s phase of theservices. Final payment for the subcontractor’s phase of the services will be made after total costs are determined by the final audit of the subcontractor.

32. INTELLECTUAL PROPERTY RIGHTS: All rights in intellectual property developed or created pursuant to this Agreement shall be the sole property of the Department. “Intellectual property” includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds and chemicals), and all creations subject to the U.S.Copyright Act of 1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases).

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the Department. Neither party intends anycopyrightable material created pursuant to this Agreement, together with any other copyrightablematerial with which it may be combined or used, to be a “joint work” under the copyright laws.If the whole or any part of any such copyrightable material cannot be deemed work made for hireor is deemed a joint work, the Consultant agrees to assign, and does hereby irrevocably assign,its entire copyright interest therein to the Department and shall execute and deliver such further documents as the Department may reasonably request for the purpose of acknowledging or implementing such assignment.

The Consultant warrants that no individual, other than regular employees of the Consultant or the Department working within the scope of their employment, shall participate in the creation of any intellectual property pursuant to this Agreement unless such individual andhis or her employer, if any, have signed an intellectual property agreement satisfactory to the Department.

The Department shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Agreement. The Consultant shall not patent any invention conceived in the course of performing this Agreement.

The Consultant hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the Department, the remedies of the Consultant shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this Agreement by the Department shall have the effect of rescinding the provisions of this section.

33. OWNERSHIP OF DOCUMENTS: All documents, in electronic and/or hard copy format, which for purposes of this Agreement is defined to include but not be limited to, reports, plans, subject data ("subject data" is defined as all information, whether or not copyrighted, that is compiled or delivered or specified to be compiled or delivered under this Agreement), drawings, studies, specifications, memoranda, estimates and computations secured by and for the Consultant in the prosecution of this Agreement, shall become and remain the property of the Department upon termination or completion of the work. The Department shall have the right to use such documents for any public purpose without compensation to the Consultant, other thanas hereinafter provided. If the Department uses the documents for a purpose other than forwhich this Agreement has been executed, such use shall be at the risk of the Department.

Except for its own internal use, the Consultant shall not publish or reproduce documents, in whole or in part, in any manner or form, nor shall the Consultant authorize others to do so without the written consent of the Department.

The Department reserves the right to publish initially all documents. The Consultant shall not release or publish any documents without the prior written approval of the Department. Neither the Consultant, nor any subcontractor or any agents, employees or subcontractors thereof, shall publish, participate in the publication of, or make oral presentations regarding any documents, information or material relating to this project, either during or after the term of this Agreement, without specific prior written approval of the Department. Any releases to the news media must be approved by and released through the Department.

The terms of this section shall be expressly included in any third-party agreement enteredinto by the Consultant or by any subcontractor, agents, employees or subcontractors thereof.

34. PUBLICATION PROVISIONS: No documents produced as part of this Agreement, and in whole or part with public funds, shall be copyrighted by the Consultant. When the project uses federal funds, any final report shall contain the following:

a. An acknowledgment, "Prepared in cooperation with the U.S Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation";
b. A disclaimer, "The contents of this report reflect the view of the Consultant who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway

Administration or the Virginia Department of Transportation. This report does notconstitute a standard, specification or regulation";

c. A statement, if published by either the Department or the Consultant, giving credit toall participating agencies.

In the event the Department does not subscribe to the conclusions of the report, the following statement shall be added: "The opinions, findings, and conclusions expressed in this publication are those of the authors and do not necessarily represent those of the Virginia Department of Transportation."

The terms of this section, shall be expressly included in any third-party agreemententered into by the Consultant or by any subcontractor, agents, employees or subcontractors thereof.

35. STAFFING BY CONSULTANT: The control and supervision of all phases of the services provided by the Consultant shall be under the direction of Project Manager. The Project Manager shall manage the services provided under this Agreement until all services have been completed.

Furthermore, the Consultant shall not change or substitute any Key Personnel including those identified in Consultant's Expression of Interest except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved bythe Department. If extenuating circumstances as listed above require a change, the Consultant shall submit in writing to VDOT's Project Manager, who, in his/her sole discretion, will determine whether to authorize a change, with it being understood and agreed that the Consultantwill provide the Department at least thirty (30) days written notice of any request wherever practical. The Department will have the right to review the qualifications of each individual proposed as a replacement and to approve or disapprove such individual prior to the commencement of any work by such individual. The individual proposed as a replacement shall be equally or more qualified than the Key Personnel that is being replaced. The Consultant acknowledges that the discretionary reassignment of a Key Personnel to another project of the Consultant is not considered extenuating circumstance and will not be permitted. Furthermore, the the Department has a reasonable objection to such person. Unauthorized changes to the Consultant's Team at any time during the contract may result in termination of services. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration ofthe Contract.

If the services covered by this Agreement include the practice of architecture, professional engineering, land surveying or certified landscape architecture, the Consultant or subcontractor shall have in responsible charge at each place of business a full-time resident Virginia licensed architect, professional engineer, land surveyor or certified landscape architect exercising supervision and control of the services of each profession being practiced.

A competent staff, adequate in number and experience to perform the described services in the prescribed time, shall be assigned at all times.. The Consultant shall furnish the number of

Personnel as identified in each Annual Work Plan or as may be authorized and directed by the Department. (Use this language for all contracts that require Annual Work Plans.). [The name, title and experience record of key staff members subsequently assigned shall be reported as such assignments are made. Use this language for all contracts that do not require Annual Work Plans.)

If the services covered by this Agreement includes the application of guardrails and guardrail terminal treatments, a staff member that has satisfactorily completed training approved by the Department in the application of these devices, shall be assigned to perform the described services. Approved training course shall be completed prior to the initiation of the described services with the training being renewed every three (3) years. Approved training coursesinclude, but are not limited to: Guardrail Installer Training (GRIT) for Designers offered by the Department; AASHTO Roadside Design Guide conducted by the Federal Highway Administration; or Design, Construction and Maintenance of Highway Safety Appurtenancesand Features conducted by the Federal Highway Administration. (Use this language for all contracts that requireAnnual Work Plans)]

[Furthermore, the Consultant shall ensure efficient utilization of consultant personnel assigned to the project and allocate personnel only at times that are necessary to complete the assigned tasks so as not to burden the Project. (Use this language for all contracts that require Annual Work Plans)].

36. CONFERENCES: The Department shall hold an initial conference at a place and time selected by the Department, for the purpose of reviewing the Consultant's schedules, procedures,methods and the clarification of any ambiguities that may then exist. A principal of the Consultant and the Consultant's project manager shall attend the conference.

Progress conferences will be held periodically. The Consultant will prepare and present written information and studies to the Department so it may evaluate the features and progress ofthe services being provided. Either party may request a conference be held at the office of the requesting party or at a place designated by the Department. Conferences may also be held to inspect the Consultant's services to date at the request of the Department.

37. LIAISON WITH CONSULTANT: The Department may assign and maintain one or more representatives on this Agreement at no cost to the Consultant. These representatives shall work in close cooperation with the Consultant to ensure a thorough understanding of all methods and procedures employed by the Consultant. The Consultant shall make such records, procedures and methods related to this Agreement available to these representatives as may be requested.

The Department reserves the right to make such reviews from time to time as it maydeem necessary or desirable and to maintain proper liaison.

38. COORDINATION: The Consultant shall coordinate all plan development with the Department to ensure compatibility with programmed and planned road improvement projects in the Agreement area.

39. TESTIMONY: In the event that the testimony of the Consultant is required in any legal proceeding in connection with claims brought against or prosecuted by the Department, the Consultant agrees to appear as a witness on behalf of the Department. Payment for appearance will be based on the approved current hourly salary rate and daily per diem rate for each eight- hour day's preparation for, or attendance in, court and one-fourth of this sum for each two hours or fraction thereof.

40. NOTICE TO PROCEED: Work to be performed by the Consultant under this Agreement shall begin within five (5) days after receipt of official notice from the Department to proceed. Written notice to proceed will be given by the Department prior to any work being done on any element of this Agreement. The Department will not be responsible for payment for services performed in advance of such notice.

41. CONTINGENCY: On Agreements containing a contingency, the contingency shall not be used without written permission of the Department. The additional services provided under the contingency shall not begin until an agreement has been reached with the Department on the man-hours and costs required to perform the services. If services are provided under the contingency prior to an agreement being reached with the Department regarding man-hours and costs, only those man-hours and costs determined to be necessary and reasonable by the Department will be reimbursed.

42. DRUG-FREE WORKPLACE: During the performance of this contract, the Consultantagrees to:

a. Provide a drug-free workplace for the consultant's employees;
b. 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 prohibitedin the consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
c. State in all solicitations or advertisements for employees placed by or on behalf of theconsultant that the consultant maintains a drug-free workplace; and
d. Include the provisions of the foregoing clauses in every subcontract or purchase orderof over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performanceof work done in connection with a specific contract awarded to a consultant, 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 thecontract.

43. eVA ELECTRONIC PROCUREMENT: By accepting and performing this contract, the Consultant agrees that it is subject to an eVA registration and transaction fee established by the Department of General Services (DGS) which will be invoiced to your company by DGS following the submittal of the first Consultant Estimate Voucher for payment. For further

information on eVA registration and transaction fees refer to the following website; http://www.eva.state.va.us.

44. CRITICAL INFRASTRUCTURE INFORMATION/SENSITIVE SECURITY INFORMATION (CII/SSI):

Contract documents or project material containing CII/SSI in whole or in part are subject to the terms of this Section and comply with the requirements of CII/SSI Guide. This guide can be located at; http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp.

Consultants shall be responsible for safeguarding Critical Infrastructure/Sensitive Security Information (CII/SSI) (as defined in the VDOT CII/SSI Policy) in their custody or under their control. Individuals are responsible for safeguarding CII/SSI entrusted to them. The extent of protection afforded CII/SSI shall be sufficient to reasonably foreclose the possibility of its loss or compromise.

Consultants shall ensure that all employees using this information are aware of theprohibition against disclosing CII/SSI in any manner (written, verbal, graphic, electronic, etc.) that permits interception by unauthorized persons.

Consultants shall protect CII/SSI at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it. Each person who works with protected CII/SSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.

The use and storage of CII/SSI shall conform to the following guidelines: During working hours, reasonable steps shall be taken to minimize the risks of access to CII/SSI by unauthorized personnel. After working hours, CII/SSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where contract security is provided.

The reproduction of CII/SSI documents or material containing CII/SSI shall be kept tothe minimum extent necessary consistent with the need to carry out official duties. The reproduced CII/SSI material shall be marked and protected in the same manner as the original material.

Material containing CII/SSI shall be disposed of by any method that prevents unauthorized retrieval. (e.g. shredding, burning, returning to original source, etc.)

CII/SSI shall be transmitted only by US first class, express (US Postal, FedEx, UPS, etc.),certified or registered mail, or through secure electronic means.

The portions of the documents that are marked as CII/SSI are not subject to disclosure under Code of Virginia §2.2-3705.2, and may not be released except with written permission from VDOT. Unauthorized release or reproduction of these documents may result in civilpenalty or other legal action.

By copying, downloading, or receiving a copy of any documentation containing CII/SSI, or any part thereof, the Consultant or any other recipient acknowledges and agrees to the terms of this Section and will advise any individual using these documents, or any part thereof, that they too shall be responsible for safeguarding the CII/SSI in their custody or under their control. All costs associated with performing these CII/SSI requirements are the responsibility of the prime consultant.

In the event of loss, suspected loss or compromise of any VDOT CII/SSI material, the Consultants having possession of the said CII/SSI material will immediately upon having knowledge of the loss, suspected loss or compromise of any VDOT CII/SSI material, notify the VDOT project manager. If the loss is a result of a theft or suspected theft, of either the actual CII/SSI material or any device containing or storing CII/SSI material, the Contractor/Consultant will immediately file a report with a law enforcement agency having jurisdiction and forward a copy of the report to the VDOT project manager.

Consultants shall include the terms of this Section and comply with the CII/SSI Guide, in any further dissemination of any contract documents or project materials containing CII/SSI in whole or in part, and in all subcontracts awarded under this contract.

45. SECURITY REQUIREMENTS and CRIMINAL HISTORY RECORD CHECK:

A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS) and when required through the Virginia Capitol Police, shall be required of all employees of the prime consultant and all subconsultants for work conducted at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).

All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information or to agree to non-disclosure of VDOT critical, sensitive or personal information and pass a fingerprint-based CHRC.

All costs associated with the fingerprint-based CHRC are the responsibility of the prime consultant.

A VDOT issued photo-identification badge is required for each employee of the prime consultant or any sub-consultant who will be performing work at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).

Based upon the results of the fingerprint-based CHRC, VDOT reserves the right to deny access to CII/SSI material and issuance of a VDOT security clearance and a VDOT issued photo-identification badge. Upon denial, there are no available appeals.

Consultants shall return all VDOT access identification badges on the day any employee is no longer assigned to VDOT's premises/work and upon contract expiration. The Consultant shall notify VDOT Project Manager within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Project Manager that access identification badge has been lost, stolen or damaged may be cause for debarment. See: Commonwealth of Virginia, Vendor's Manual Section 7.20.

Consultants shall be responsible for notifying the PSS whenever an employee or subcontractor employee is charged with any criminal violation. Notification shall be made no later than the next regular business day of finding.

Consultants shall include the terms of this Section, in any further dissemination of any contract documents in whole or in part, and in all subcontracts awarded under this contract.

46. CONTRACT CONFIDENTIALITY: The Consultant and its employees while providing services under the subject contract may have access to sensitive records and/or information, by virtue of working on a project or being co-located with VDOT. These records and/or information are to be considered confidential and proprietary; VDOT is the owner and custodian of this information. Any information and/or records that the Consultant has access to while providing services under this contract, shall be held in confidence and shall not be used other than for the purposes of providing services to VDOT under this Contract. The Consultant and its employees shall not engage in any activities that may give the Consultant any competitive advantage for future contracts or that may cause a real or perceived conflict of interest. All Consultant employees co-located with VDOT at any VDOT offices, or a project office, irrespective of the period of co-location, shall sign the Confidentiality Certification (to be provided by VDOT).

Unless ordered by a court of competent jurisdiction, or demanded by the Virginia Attorney General's Office, or otherwise required by law, the Consultant and its employees shallnot divulge any confidential information to any entity or person outside of VDOT, includingbut not limited to the media, or any member of the public, without the prior permission of VDOT. Confidential information exchanges may have to be conducted as necessary and appropriate between the project team and VDOT to perform assigned tasks under the subject Contract; provided that the Consultant and its employees shall only communicate such information with individuals who are similarly obligated to VDOT under a confidentiality agreement and/or certification.

In the event of any unauthorized disclosure of such confidential information, VDOT reserves the right to take any necessary actions including but not limited to terminating the subject contract and precluding the Consultant and its employee(s) from working on any existingand/or future contracts with VDOT.

EXHIBIT 1

USDOT 1050.2AAPPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter,"DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part ofthis contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shallnot discriminate on the grounds of race, color, or national origin in the selection and retention ofsubcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or nationalorigin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall imposesuch contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the

USDOT 1050.2AAPPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscriminationstatutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, And resulting agency guidance, national origin discrimination includes discrimination because ofLimited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonablesteps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Nondiscrimination Provision

Federally Funded Projects
Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e). Title VI of the Civil Rights Act of 1964 declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and activities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments, agencies, and sub recipients to take action to carry out this policy. Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHW A 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200,230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.540 through 51.546 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

Commonwealth of Virginia
Office of the Governor

Executive Order

NUMBER SIXTY-ONE (2017)

EXECUTIVE ACTION TO ENSURE EQUAL OPPORTUNITY AND ACCESS FOR ALL VIRGINIANS IN STATE CONTRACTING AND PUBLIC SERVICES

Importance of the Initiative

Virginia's founding creed is that all people "are by nature equally free and independent," and that they share the inherent rights to "the enjoyment of life and liberty, with the means of acquiring and possessing property, and pursuing and obtaining happiness and safety." (Virginia Declaration of Rights, Section 1 (1776)). Indeed, it is the very function of our government to ensure these rights to all Virginians.

Our modern society is more reflective of this fundamental belief than ever before. Virginia today welcomes people from across the globe, of every background, to join in building a prosperous and free society. The work of my administration has been committed to this end of building a new Virginia economy—an economy that embraces the diverse world in which we live.

Recent events have demonstrated the negative effects of allowing prejudice, while also showing the positive growth that comes from an open and inclusive state government. States and localities that have promoted discriminatory laws are seeing businesses abandon development projects. States and localities that have pursued more inclusive policies have reaped the benefits of businesses expanding and relocating to their jurisdictions. Companies with whom Virginia does business, including those critical for building a new Virginia economy with high-paying jobs, have increasingly implemented their own policies prohibiting discrimination based on sexual orientation and gender identity. The global economy in which Virginia must compete demands a dynamic workforce that is competitive, diverse, and educated.

Additionally, federal procurement policy prohibits federal contractors from discrimination based on sexual orientation and gender identity. Federal contractors have thus already changed their internal policies and practices accordingly and are unlikely to reverse course, even if the federal requirement is adjusted. Many federal contractors also deliver services to the Commonwealth. Current procurement policy in Virginia is not sufficiently

aligned with these non-discrimination policies to promote economy and efficiency in state procurement. Having Virginia policy align with this federal non-discrimination policy will not only further my administration's goal of building a more diverse, open, and welcoming Virginia, but also will give uniformity to contractors that serve many government entities, resulting in economic benefits to Virginia taxpayers.

Accordingly, by the power vested in me as the Chief Executive by Article V of the Constitution of Virginia and the laws of the Commonwealth, I hereby order the following:

I. Require future state contracting to require prohibitions on discrimination in employment, subcontracting, and delivery of goods and services, including discrimination based on sexual orientation or gender identity.

It is hereby ordered as the policy of the Executive Branch that it will only contract with those who abide by the non-discrimination policies set forward in Executive Order 1 (2014), namely that discrimination on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status is prohibited.

All Executive Branch entities are ordered to include in their procurement contracts valued over $10,000 a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. They must also include a term that the contractor will include the same requirements in every subcontract or purchase order over $10,000, so that the same provisions will be binding upon each subcontractor or vendor on state procurement contracts. This requirement shall not apply to procurements that have, as of the date of this Order, already progressed to a stage at which changes in contract requirements would materially and adversely impact the completion of a procurement contract. Specific contracts with certain private child-placing agencies pursuant to § 63.2-1709.3 may also be exempted from this requirement.

The Department of General Services and the Virginia Information Technologies Agency are directed to promulgate appropriate policies and regulations to require the same, including consideration of any other applicable laws or regulations. They are also directed to impose appropriate sanctions under the Virginia Public Procurement Act, including but not limited to termination of the contract and debarment from state contracting for any violations of this contract term.

II. Prohibit discrimination, including that based on sexual orientation or gender identity, in the provision of state services.

Building on the requirements of Executive Order 1 (2014), I hereby order that no state employee or agent within the Executive Branch may engage in discrimination in the provision of public services based on race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. Any state employee or agent who engages in such discrimination will be subject to appropriate disciplinary action.

The Department of Human Resource Management is directed to promulgate appropriate policies in the Commonwealth's Standards of Conduct to implement these requirements in accordance with any other applicable laws and regulations.

No Third-Party Rights Created

This Executive Order is intended to provide direction for Executive Branch entities and does not create any rights or remedies enforceable by third parties.

Effective Date of the Executive Order

This Executive Order shall become effective upon its signing and shall remain in full force and effect until amended or rescinded by further executive order.

Given under my hand and under the Seal of the Commonwealth of Virginia this 5th Day of January, 2017.

_____
Terence R. McAuliffe, Governor

Attest:

_____
Kelly Thomasson, Secretary of the Commonwealth

June 22, 2015

VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR CONSULTANT PROJECTS

Use of Disadvantaged Business Enterprises (DBEs) for Project Specific Consultant Projects

A. Disadvantaged Business Enterprise (DBE) Program Requirements

Any Consultant, subconsultant, DBE firm, and contract surety involved in the perlormance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 o(the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations, and the Virginia Department of Transportation's (VDOT or the Department) DBE Program rules and regulations in accordance with this Special Provision.

For the purposes of this provision, Consultant is defined as any individual, partnership, corporation, or Joint Venture that formally submits a Statement of Qualification or Proposal for the work contemplated there under; Consultant is defined as any individual, partnership, or Joint Venture that contracts with the Department to perform the Work; and subconsultant is defined as any supplier, nianufacturer, or subconsultant performing work or furnishing rnaterial, supplies or services to the contract. The Consultant shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subconsultant having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements as outlined in this Special Provision, the Consultant, for itself and for its subconsultants and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal DBE Program and State legal requirements. By· submitting a Proposal on this contract, and by accepting and executing this contract, the Consultant agrees to assume these contractual obligations and to bind the Consultant's subconsultants contractually to the same at the Consultant's expense.

The Consultant and each subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and perlormance of this contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Consultant exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated in F of this provision and current at the time of the proceedings. Where applicable, the Department will notify the Consultant of any changes to the appeal requirements, processes, and procedures after receiving notification of the Consultant's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

B. DBE Certification

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Small Business and Supplier Diversity (SBSD) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Small Business and Supplier Diversity's website: *http://www.sbsd.virginia.gov.*

C. DBE Program-Related Certifications Made by Offerors/Consultants

By submitting a Proposal and by entering into any contract on the basis of that Proposal, the Offeror/Consultant certifies to each of the following DBE Program-related conditions and assurances:

1. That the Offeror/Consultant agrees to comply with the project construction and administration obligations of the USDOT DBE Program, 49 CFR Part 26 as amended, and the Standard Specifications setting forth the Department's DBE Program requirements.

2. Consultant shall comply fully with the DBE Program requirements in the execution and performance of the contract. Consultant acknowledges that failure to fulfill the DBE subcontracting commitments made may result in sanctions being invoked for noncompliance.

3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The Consultant certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The Consultant further certifies that the Consultant shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a Consultant and a DBE whereby the DBE promises not to provide quotations for performance of work to other Consultants are prohibited.

4. Consultant shall make good faith efforts to obtain DBE participation in the proposed contract at or above the goal. The Offeror shall submit a written statement as a part of its Statement of Qualifications and/or Proposal indicating the Offeror's commitment to achieve the minimum requirement related to DBE goal indicated in Request for Qualification (RFQ) and/or Request for Proposal (RFP) for the entire value of the contract. The Offeror, by signing and submitting its Proposal, certifies the DBE participation information that will be submitted within the required time thereafter is true, correct, and complete, and that the information to be provided includes the names of all DBE firms that will participate in the contract, the specific work that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE.

5. Offeror further certifies, by signing its Proposal, it has committed to use each DBE firm listed for the work specified to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the Proposal, the Offeror certifies that good faith efforts will be made on work that it proposes to sublet; and that it will seek out and consider DBE firms as potential subconsultants. The Consultant shall, as a continuing obligation, contact DBE firms to solicit their interest, capability, and prices in sufficient time to allow them

to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts.

6. Once awarded the contract, the Consultant shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBE firms at or above the amount or percentage of the dollar value specified in the proposal documents. Further the Consultant understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Consultant's own forces or those of an affiliate of the Consultant without the prior written consent of Department as set out within the requirements of this Special Provision.

7. Once awarded the contract, the Consultant shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBE firms. The designation and identity of this officer needs to be submitted only once by the Consultant during any 12 month period.

8. Once awarded the contract, the Consultant shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work with the DBE firm's own forces and equipment under the DBE firm's direct supervision, control, and management. Where a contract exists and where the Consultant, DBE firm, or any other firm retained by the Consultant has failed to comply with federal or Department DBE Program requirements, the Department has the authority and discretion to determine the extent to which the DBE contract regulations have not been met, and will assess against the Consultant any remedies available at law or provided in the contract.

9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the Consultant, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original Consultant in accordance with the requirements of this specification.

D. DBE Program Compliance Procedures

The following procedures shall apply to the contract for DBE Program compliance purposes:

1. **DBE Goal, Good Faith Efforts Specified:** At the time of the submittal of the Expression of Interest, the Offeror will include form C-48 PSC. This form represents the Consultants solicitation of subconsultants to be used for the contract to meet the DBE goal.

   If, at the time of submitting the Expression of Interest, the offeror knowingly cannot meet or demonstrate good faith efforts in meeting the required DBE contract goal, form C-49 PSC shall be submitted.

   Upon completion of negotiation, Form C-111 shall be submitted electronically or may be faxed to the Department, but in no case shall the offeror's Form C-111 be received later than two business days after the negotiated contract value has been determined. A revised Form C-48 must be received within ten (10) business days after the negotiated contract value has been determined.

   If, at the time of submitting its offer, the offeror knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 PSC exhibiting the DBE participation it commits to attain. The offeror shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the negotiated contract value.

The top-ranked offeror must submit its properly executed Form C-112, Certification of Binding Agreement, with the C-111 two business days after the negotiated contract value has been determined. DBE offerors responding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBE firms as subconsultants.

If, after review of the selected Offeror, the Department determines the DBE requirements have not been met, the selected Offeror must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Department within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

If the most highly qualified (top-ranked) firm does not meet the goal or demonstrate a good faith effort, the Department may terminate negotiations and initiate negotiations with the number two-ranked firm.

2. **Good Faith Efforts Described:** Department will determine if Consultant demonstrated adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE firm participation sufficient to meet the DBE Program requirements and DBE Goal.

   Good faith efforts may be determined through use of the following list of the types of actions the Consultant may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

   (a) Soliciting through reasonable and available means, such as but not limited to, at pre-proposal meetings, advertising, and written notices to DBE firms who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. DBE firms shall have no less than five (5) business days to reasonably respond to the solicitation. Consultant shall determine with certainty if the DBE firms are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.

   (b) Selecting portions of the work to be performed by DBE firms in order to increase the likelihood that the DBE Goal will be achieved. This includes, where appropriate, breaking out work items into economically feasible units to facilitate DBE firm participation, even when the Consultant might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;

   (c) Providing interested DBE firms with adequate information about the scope and requirements of the contract in a timely manner, which will assist the DBE firms in responding to a solicitation;

   (d) Negotiating for participation in good faith with interested DBE firms;

      1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBE firms that were considered; dates DBE firms were contacted; a description of the information provided regarding the scope and requirements of the

contract for the work selected for subconsultanting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBE firms to perform the work;

2. Consultant should, using good business judgment, consider a number of factors in negotiating with subconsultants, and should take a DBE firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason for a Consultant's failure to meet the DBE goal as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a Consultant to perform the work with its own organization does not relieve the Consultant of the responsibility to make diligent good faith efforts. Consultants are not, however, required to accept higher quotes from DBE firms if the price difference can be shown by the Consultant to be excessive, unreasonable, or greater than would normally be expected by industry standards;

(e) A Consultant cannot reject a DBE firm as being unqualified without sound reasons based on a thorough investigation of the DBE firm's capabilities. The DBE firm's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, are not legitimate causes for the rejection or non-solicitation of bids in the Consultant's efforts to meet the contract goal for DBE participation;

(f) Making efforts to assist interested DBE firms in obtaining or related assistance or services subject to the restrictions contained in this Special Provision;

(g) Effectively using the services of appropriate personnel from VDOT and from SBSD; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

E. Documentation and Administrative Reconsideration of Good Faith Efforts

During Proposal Submission:

In order to award a contract to a Offeror that has failed to meet DBE contract goal requirements, the Department will determine if the Offeror's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, if the Offeror, at the time of submitting its Proposal, knowingly cannot meet or exceed the required DBE contract goal, The Expression of Interest must include Form C-49, DBE Good Faith Efforts Documentation. The Offeror shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firm's participation in the proposed work.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department's Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be

made up of Department Division Administrators or their designees, none of who took part in the initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so. The decision of the Administrative Reconsideration Panel shall be administratively final.

During Negotiation: If a Consultant is unable to attain the DBE goal as a result of negotiation with the Department, consideration will be given to an adjustment DBE goal. However the Consultant will be require to demonstrate that it made a Good Faith Effort to attain the goal.

If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts

During the Contract: If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts. If a Consultant relieves a DBE subconsultant of the responsibility to perform work under their subcontract, the Consultant is encouraged to take the appropriate steps to obtain another DBE firm to perform the remaining subcontracted work for the amount that would have been paid to the original DBE firm. In such instances, Consultant is expected to seek DBE participation towards meeting the goal during the performance of the contract.

Before the Consultant transmits to the Department its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE firm five days to respond to the prime consultant's notice. The DBE firm may respond to the Department and the prime consultant the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the prime consultant's action.

If at any point during the execution and performance of the contract it becomes evident that the remaining dollar value of allowable DBE goal credit for performing the subcontracted work is insufficient to obtain the DBE contract goal, and the Consultant has not taken the preceding actions, the Consultant and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as sufficient progress toward achievement of the DBE goal is achieved or evidenced.

Project Completion: If, at final completion, the Consultant fails to meet the DBE goal, and fails to adequately document that it made good faith efforts to achieve sufficient DBE goal, then Consultant and any prime contractual affiliates, as in the case of a joint venture, may be subject to sanctions being invoked for noncompliance.

Prior to such sanctions being invoked, the Consultant may submit documentation to the Department's designee to substantiate that failure was due solely to the elimination of the scope of work subcontracted to DBEs, or to circumstances beyond the Consultant's control and that all feasible means had been used to achieve the DBE goal. The Department's designee, upon verification of such documentation shall determine whether Consultant has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department's Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be made up of Department Division Administrators or their designees, none of who took part in the

initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so.

The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to invoke sanctions for failure to perform any or all of the responsibilities contained herein, the Department may declare the Consultant to be non-responsive with respect to renewal and future contracts to include enjoinment from responding or participating on Department procurement opportunities for a period of 180 days.

F. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE firm will be counted toward meeting the DBE goal in accordance with the **DBE Program-Related Certifications Made by Offerors/Consultant's** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.

2. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Consultant may count toward the DBE goal only that portion of the total dollar value of the subcontract equal to the distinctly defined portion of the work that the DBE firm has performed with the DBE firm's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Consultant seeks to claim the goal credit.

3. When a DBE firm subcontracts part of the work to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE firm's subconsultant is a DBE firm. Work that a DBE firm subcontracts to a non-DBE firm, or to a firm that may be eligible to be a DBE firm, but has not yet been certified as a DBE firm, will not count toward the DBE. The cost of supplies and equipment a DBE subconsultant purchases or leases from the Consultant or prime contractual affiliates, as in the case of a joint venture, will not count toward the DBE goal.

4. The Consultant may count expenditures to a DBE subconsultant toward the DBE goal only if the DBE performs a Commercially Useful Function (CUF) on that subcontract, as such term is defined in subparagraph H below.

G. Performing a Commercially Useful Function (CUF)

No credit toward the DBE goal will be allowed for payments or reimbursement of expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE firm performs a CUF when the DBE is solely responsible for execution of a distinct element of the work and the DBE firm actually performs, manages, and supervises such work with the DBE firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE firm alone must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force. The amount the DBE firm is to be paid under the subcontract shall be commensurate with the work the DBE actually performs and the DBE goal credit claimed for the DBE firm's performance.

Monitoring CUF Performance: It shall be the Consultant's responsibility to confirm that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the DBE goal, perform a CUF. Further, the Consultant is responsible for and shall confirm that each DBE firm fully performs the DBE firm's designated tasks in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this Special Provision the DBE firm's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE firm, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the Consultant or an affiliate of the Consultant.

Department will monitor Consultant's DBE involvement during the performance of the contract. However, Department is under no obligation to warn the Consultant that a DBE firm's participation will not count toward the goal.

DBE Firms Must Perform a Useful and Necessary Role in Contract Completion: A DBE firm does not perform a CUF if the DBE firm's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE firm participation.

DBE Firms Must Perform The Contract Work With Their Own Workforces: If a DBE firm does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE firm's contract with the DBE firm's own work force, or the DBE firm subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, Department will presume that the DBE firm is not performing a CUF and such participation will not be counted toward the DBE goal.

Department Makes Final Determination On Whether a CUF Is Performed: Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract. To determine whether a DBE is performing or has performed a CUF, Department will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Consultant or by employees or equipment of the Consultant shall be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated. When a DBE firm is presumed not to be performing a commercially useful function the DBE may present evidence to rebut the Department's finding. Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract.

H. Verification of DBE Participation and Imposed Damages

Within fourteen (14) days after subcontract execution between Consultant and DBE subconsultants (or subcontract execution between DBE subconsultants and DBE subconsultants), Consultant shall submit to the Department's Civil Rights Office (CRO), a copy of the fully executed subcontract agreement for each DBE firm used to claim credit in accordance with the requirements stated on Form C-111. The subcontract shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subconsultant.

The Consultant shall also furnish, and shall require each subconsultant to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The Department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the CRO within five (5) business days after the reporting period may result in delay of approval of the Consultant's scheduled payment. The names and

certification numbers of DBE firms provided by the Consultant on the various forms indicated in this Special Provision shall be exactly as shown on SBSD's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Consultant. If DBE firms are used which have not been previously documented with the Consultant's minimum DBE requirements documentation and for which the Consultant now desires to claim credit toward the contract goal, the Consultant shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE firm beginning work. Form C-63 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

Prior to beginning any major component of the work to be performed by a DBE firm not previously submitted, Consultant shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any such DBEs for which Consultant seeks DBE goal credit. Consultant shall obtain the prior approval of the Department for any assistance it may provide to the DBE firm beyond its existing resources in executing its commitment to perform the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If Consultant is aware of any assistance beyond a DBE firm's existing resources that Consultant, or another subconsultant, may be contemplating or may deem necessary and that have not been previously approved, Consultant shall submit a new or revised narrative statement for Department's approval prior to assistance being rendered.

If the Consultant fails to correctly complete and any of the required documentation requested by this Special Provision within the specified time frames, the Department will withhold payment until such time as the required submissions are received by Department. Where such failures to provide required submittals or documentation are repeated, Department will move to enjoin the Consultant and any prime contractual affiliates, as in the case of a joint venture, from responding or participating Department projects until such submissions are received.

I. Documentation Required for Semi-final Payment

Consultant must submit Form C-63 to the CRO sixty (60) days prior to date of final completion, set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the accepted creditable work. The form shall be certified under penalty of perjury, or other applicable legal requirements, to be accurate and complete. Department will use this certification and other information available to determine applicable DBE credit allowed to date by Department and the extent to which the DBE firms were fully paid for that work. The Consultant acknowledges by the act of filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract. A letter of certification, signed by both the Consultant and appropriate DBE firms, will accompany the form, indicating the amount that remains to be paid to the DBE firm(s).

J. Documentation Required for Final Payment

In anticipation of final payment, Consultant shall submit a final Form C-63 marked "Final" to the CRO, within thirty (30) days of the anticipated date of final completion, as set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the creditable work. Department will use this form and other information available to determine if Consultant and DBE firms have satisfied the DBE goal and the extent to which credit was allowed. Consultant acknowledges by the act of signing and filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract.

K. Prompt Payment Requirements

In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the Department, or shall notify the Department and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. Invoices shall be submitted no more frequently than once every 30 calendar days and not less than every 60 calendar days. Sub-consultant invoices must be submitted with 60 calendar days of receipt by the Consultant.

For purposes of this Special Provision, a subconsultant's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by Department. If Department has made partial acceptance of a portion of the contract, then Department will consider the work of any subconsultant covered by that partial acceptance to be satisfactorily completed.

Upon Department's payment of the subconsultant's portion of the work as shown on the application for payment and the receipt of payment by Consultant for such work, the Consultant shall make compensation in full to the subconsultant for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subconsultant's portion of the work shall mean the Consultant has issued payment in full, to the subconsultant for that portion of the subconsultant's work that Department paid to Consultant pursuant to the applicable application for payment.

By accepting and executing this contract, the Consultant agrees to assume these obligations, and to bind the Consultant's subconsultants contractually to these obligations.

Nothing contained herein shall preclude Consultant from withholding payment to the subconsultant in accordance with the terms of the subcontract in order to protect the Consultant from loss or cost of damage due to a breach of the subcontract by the subconsultant.

L. Miscellaneous DBE Program Requirements

Loss of DBE Eligibility: When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Consultant has made a commitment to use a DBE firm that is not currently certified, thereby making the Consultant ineligible to receive DBE goal credit for work performed, the ineligible DBE firm's work does not count toward the DBE goal. Consultant shall meet the DBE goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the CRO that it has made good faith efforts to do so.

2. When a Consultant has executed a subcontract with a DBE firm prior to official notification of the DBE firm's loss of eligibility, Consultant may continue to use the firm on the contract and shall continue to receive DBE credit toward DBE goal for the subconsultant's work.

3. When Department has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after VDOT issued the notice of its ineligibility shall be counted toward the contract goal.

Termination of DBE: If a DBE subconsultant is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, Consultant must promptly request approval to substitute or replace that DBE firm in accordance with this section of this Special Provision.

Consultant, shall notify DCRO in writing before terminating and/or replacing the DBE firm that is being used or represented to fulfill DBE-related contract obligations during the term of the contract. Written consent from the DCRO for terminating the performance of any DBE firm shall be granted only when the Consultant can demonstrate that the DBE firm is unable, unwilling, or ineligible to perform its obligations for which the Consultant sought credit toward the DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE firm shall not be based on the Consultant's ability to negotiate a more advantageous contract with another subconsultant whether that subconsultant is, or is not, a DBE firm.

1. All Consultant requests to terminate, substitute, or replace a DBE firm shall be in writing, and shall include the following information:

   (a) The date the Consultant determined the DBE to be unwilling, unable, or ineligible to perform.

   (b) The projected date that the Consultant shall require a substitution or replacement DBE to commence work if consent is granted to the request.

   (c) A brief statement of facts describing and citing specific actions or inaction by the DBE firm giving rise to Consultant's assertion that the DBE firm is unwilling, unable, or ineligible to perform;

   (d) A brief statement of the DBE firm's capacity and ability to perform the work as determined by the Consultant;

   (e) A brief statement of facts regarding actions taken by the Consultant, that Consultant believes constitute good faith efforts toward enabling the DBE firm to perform;

   (f) The current percentage of work completed by the DBE firm;

   (g) The total dollar amount currently paid for work performed by the DBE firm;

   (h) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and with which the Consultant has no dispute;

   (i) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the Consultant and/or the DBE firm have a dispute.

2. Consultant's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

   Consultant shall send a copy of the "request to terminate and substitute" letter to the affected DBE firm and make best efforts to ensure its receipt by the DBE firm, in conjunction with submitting the request to the DCRO. The DBE firm may submit a response letter to the DCRO and Department within two (2) business days of receiving the notice to terminate from the Consultant. If the DBE firm submits a response letter, then

Consultant shall, as part of its subcontract, obligate the DBE firm to explain its position concerning performance on the committed work. The Department will consider both the Consultant's request and the DBE firm's response and explanation before approving the Consultant's termination and substitution request.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Consultant is unsuccessful in notifying the affected DBE firm, the Department will verify that the DBE firm is unable or unwilling to continue performing its subcontract let with respect to the contract. Department will timely approve the Consultant's request for a substitution.

3. Proposed Substitution of Another Certified DBE

Upon termination of a DBE firm, Consultant shall use reasonable good faith efforts to replace the terminated DBE firm. The termination of such DBE firm shall not relieve Consultant of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal.

When a DBE substitution is necessary, the Consultant shall submit an amended Form C-111 to the DCRO for approval with the name of another DBE firm, the proposed work to be performed by that DBE firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the original DBE firm.

Should Consultant be unable to commit the remaining required dollar value to the substitute DBE firm, the Consultant shall provide written evidence of good faith efforts made to obtain the substitute value requirement. Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by Department as merely superficial or pro-forma will not be considered good faith efforts to meet the DBE goal. Consultant must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

M. Suspect Evidence of Criminal Behavior

Failure of Consultant or any subconsultant to comply with the Standard Specifications, this Special Provision, or any other contract document wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

Suspected DBE Fraud

In appropriate cases, Department will bring to the attention of the United States Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

N. Availability of Records

Requests for information concerning any aspect of the DBE Program, the Department complies with provisions of the Federal and Virginia Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a) and Code of Virginia § 2.2 -3700.

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded contracts. A list of certified DBE firms is maintained on the Department of Small Business and Supplier Diversity's web site (www.sbsd.virginia.gov) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited.

VDOT is also required to capture DBE and SWaM payment information on all contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on a quarterly basis.

Any DBE or SWaM firm must become certified (with the Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime contractor, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

USDOT 1050.2
APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the Virginia Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

USDOT 1050.2
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities;

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Nondiscrimination Provision

Federally Funded Projects

Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e). Title VI of the Civil Rights Act of 1964 declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and actitivities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments, agencies, and subrecipients to take action to carry out this policy. Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHWA 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200, 230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.540 through 51.546 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

FIRM DATA SHEET

Funding:___ (S=State F=Federal)

ProjectNo.:_____
Division:_____
EOI Due Date:_____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE/SWAM Firm Not Certified by DMBE

YS = SWAM Firm Certified by DMBE.

NA = Firm Not Claiming DBE/SWAM Status

Indicate whether small, woman-owned, or small business.

ATTACHMENT B

REFERENCED DOCUMENTS

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COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT SOLICITATION FORM
(Project Specific Consultant Contracts)

RFP NO. _____

The Offeror certifies this form accurately represents its solicitation of the firms listed below for inclusion in the proposal for this contract.

OFFEROR _____ **SIGNATURE** _____

TITLE _____

SUBCONSULTANT SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONSULTANT	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

OFFEROR MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

(Project Specific Consultant Contracts)

CONTRACT I.D. NUMBER_____

PROJECT NUMBER_____

FHWA NUMBER_____

DISTRICT_____

DATE RFP SUBMITTED_____

OFFEROR'S NAME_____

SIGNATURE_____

TITLE_____

VENDOR NUMBER_____

DBE GOAL FROM RFP_____

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO QUOTE ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES **IF** NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE OFFEROR IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE OFFEROR'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	OFFEROR NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____SIGNATURE_____

TITLE_____

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH. PROVIDE NAMES, ADDRESSES, TELEPHONE NUMBERS, AND EMAIL ADDRESSES FOR THE FIRMS LISTED ABOVE.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE OFFEROR. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

MINIMUM DBE & SWAM REQUIREMENTS FOR PROJECT SPECIFIC CONSULTANT CONTRACTS

PROJECT NO. _____

FHWA NO. _____

INSTRUCTIONS

This form shall be used by the Consultant to submit the names of DBE firms to be used on the contract. The Consultant shall indicate the scope of work that each DBE will perform and the allowable credit.

DBE REQUIREMENT _____%

PERCENT ATTAINED BY PROPOSER _____%

Name(s) of DBE(s) To Be Used	**Certification #**	**Scope of Work**	**$ Amount of Allowable Credit**
		TOTAL $	

Total Contract Value $ _____ x Required DBE _____ % = $ _____

I/We certify that the DBE(s) listed will be used on this contract as stated hereon and assure that during the life of the contract I/We will meet or exceed the participation established hereon.

_____ BY _____
Offeror Signature

_____ BY _____
Title Date

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS
(Project Specific Consultant Contracts)

Project No.:

Federal Project No.:

This form is to be submitted in accordance with the Department's Special Provision DBE participation on profession service Project Specific Consultant Contracts.

It is hereby certified by the below signed Consultants that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subconsultant agreement* shall be submitted to the Department within fourteen (14) business days after contract execution.

It is further certified that the aforementioned fully executed subconsultant agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Consultant further represents that the aforementioned fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Consultant shall refer to any Consultant utilizing a DBE subconsultant, in which they are claiming DBE credit toward the contract goal.

Consultants further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE PRIME CONSULTANT AND THE SUBCONSULTANTS

Scope of Work to be Performed:

_____

Amount of Subconsultant Agreement to be executed: $_____

Prime Consultant: _____

Signature: _____ Title _____

Date:_____

Subconsultant: _____

Signature: _____ Title _____

Date:_____

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT CERTIFICATION OF CONTRACTOR

Full Name of Contractor:_____

Description of Contract:_____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services on school property or requiring direct contact with students on school property during school hours or during school- sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date:_____

_____
Name of Contractor

By:_____

_____
TITLE

SAMPLE SCORE SHEET DATE: _____

PROJECT #.: _____ PROJECT NAME: _____

FIRM: _____ SUBS: _____

	NUMERICAL VALUE	NUMERICAL SCORE
METHOD AND PLAN FOR PROVIDING SERVICES - Understanding of Scope - Proposed Approach - Expertise, experience and qualifications of team in providing services as related to the scope of services.	50 pts.	
QUALIFICATIONS AND EXPERIENCE - Team Experience - Organization Capabilities - Expertise, experience and qualifications in project management in providing services as related to the scope of services	35 pts.	
ORGANIZATIONAL CAPABILITY - Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants	15 pts.	
TOTAL	100 pts	

ADDITIONAL NOTES:

ATTACHMENT C

REQUIRED DOCUMENTS

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

2019-004 REFERENCES (Required)

Provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

1. _____

_____

_____

2. _____

_____

_____

3. _____

_____

_____

4. _____

_____

_____

5. _____

_____

_____

COMPANY NAME _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

FIRM DATA SHEET (REQUIRED)

Funding: _____ (S=State F=Federal) Project No.: ___
Division: __ EOI Due Date: _____

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

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE N = DBE or SWaM Firm Not Certified by DMBE NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
DMBE is the Virginia Department of Small Business and Supplier Diversity

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: ___

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

_____ _____
Signature Date

_____ _____
Title Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: _____

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

_____ _____
Signature Date

_____ _____
Title Name of Firm

VDOT Form C-63 (REQUIRED)

See link below for fillable form that can be used for submission

http://vdotforms.vdot.virginia.gov/SearchResults.aspx?filename=C63.pdf

Form C-63
Rev. 7-25-17

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
VENDOR PAYMENT COMPLIANCE REPORT
(FEDERALLY FUNDED PROJECTS)
(Vendor defined as: Subcontractor, Consultant, Supplier, Manufacturer, Hauler)

Pages(s) _____ of _____

(1a) **Report No.**
(1b) **Report Period** **20** **Oct. - Dec** ☐ **Jan - Mar** ☐ **Apr - Jun** ☐ **Jul - Sept** ☐

(2a) Federally Funded ☐ Federally Funded Local Govt. ☐
(2b) Contractor/Subcontractor _____
(2c) Contract ID No. _____
(2d) Date of Execution _____
(2e) District _____

(3) Vendor Name	**(4)** Tax I.D.	**(5)**Certification Type – Must Specify DBE, SWaM, or Non-DBE/SWaM	**(6)** Payments to Vendors	
			(6a) This Quarter	**(6b)** To Date

All amounts paid to all Vendors are to be reported and submitted according to the quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.
Signature and Title of Company Official _____ Date _____
Print Name and Phone Number of Individual Completing Report _____

**VIRGINIA DEPARTMENT OF
TRANSPORTATION INSTRUCTIONS FOR
VENDOR PAYMENT COMPLIANCE REPORT C-63**

The Prime Contractor is required to submit a Vendor Payment Compliance Report and document all payments made to all vendors during the designated quarterly reporting period. All amounts paid to vendors are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of vendor payments in response to monitoring and enforcement compliance reviews.

The instructions below correspond to each item on the report. Please follow the instructions.

1a. **Report No.**
Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting for the contract, enter Report No. 2.

1b. **Report Period**
Indicate the reporting period based on the Reporting Schedule listed in these instructions.

2a. **Funding Source**
Indicate the primary funding source: Federally Funded, Federally Funded Local Government.

2b. **Contractor/Subcontractor**
Enter your company's name

2c. **Contract I.D. No.**
Enter the contract identification number assigned to your project

2d. **Date of Execution**
Enter the date the contract was executed.

2e. **District**
Enter the VDOT District where the project under contract is located.

3. **Vendor Name**
Enter all subcontractors utilized.

4. **Tax I.D. No.**
Indicate the Federal Employer Identification No.

5. **Certification Type**
Specify the certification type of each Vendor: DBE -
Disadvantaged Business Enterprise
SWaM - Small, Woman, and Minority-Owned Business Enterprise
Non-DBE/SWaM - Subcontractor is not certified as a DBE or SWaM business in Virginia

6. **Payments to Vendors**
Dollar amount paid to Vendors during contract

6a. **Payments to Vendors this Qtr.**
Dollar amount of payment made to Vendors in reporting quarter.

6b. **Payments to Vendors to Date**
Total dollar amount paid to Vendors since contract execution.

Effective (date), All Form C-63s for each reporting period shall be submitted in an electronic format to the District Civil Rights Office in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Reporting Period	Date Due To Responsible VDOT Charge
July 1 – September 30	Five (5) business days after the reporting period
October 1 – December 31	Five (5) business days after the reporting period
January 1 – March 31	Five (5) business days after the reporting period
April 1 – June 30	Five (5) business days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the District Civil Rights Office on the following business day.

VDOT TITLE VI EVALUATION FORM

This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT's contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.

VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.

Name of Preparer:	Preparer's Title:
Phone #:	Email Address:
Name of Organization:	Address of Organization:
Address of Virginia location where project will be done:	
Type of Contractor/Organization: ☐ Private Organization ☐ Governmental Agency	 ☐ Supplier ☐ Other _____

Workforce for Virginia Location		
Total	% Minority	% Female

Business Ownership/Control Minority ☐ Yes ☐ No Female ☐ Yes ☐ No	DBE Certified ☐ Yes ☐ No SWAM Certified ☐ Yes ☐ No
Does your organization currently have contracts or subcontracts with VDOT? ☐ Yes ☐ No What is your organization's most recent date of Title VI approval?	
Status of Project(s):	Value of current Contract(s):
What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services?	

Virginia Workforce

CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

Employment at this establishment -Report all permanent **full** and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Sir. Level Officials & Managers (1 **1)**															
First/Mid-Level Officials & Managers (1.2)															
Professionals (2)															
Technicians (3)															
Sales Workers (**4)**															
Administrative Support Workers (5)															
Craft Workers (6)															
Operatives (7)															
Laborers & Helpers (8)															
Service Workers (9)															
TOTAL (10)															
PREVIOUS YEAR TOTAL (11)															

Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?

2. Identify the person responsible for the administration of Title VI polices and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information.

Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware.

2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment?

3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations?

4. Are facilities and meeting areas fully accessible to persons with disabilities?

5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain.

6. How are limited English proficient persons made aware that they can receive translation services for access to services?

7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings?

8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity?

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report.

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period? If yes, provide the following:

   - The DBE's name and amount awarded
   - Total # of contracts awarded to DBEs
   - Total dollar amount of contracts awarded to DBEs

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature:

_____

(Authorized Officer) (Title) (Date)

For Office Use Only:

Provide award? Yes _____ No _____

Recommendations:

_____
_____
_____
_____
_____
_____
_____

Appendix A

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, disability, or low-income. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT's implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal-Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Executive Order 12898 on Environmental Justice (EJ)** addresses disproportionately high and adverse human health and environmental effects on minority and low-income populations
- **Executive Order 13166 on Limited English Proficiency (LEP)** - ensures people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."*

By contracting with VDOT, a contractor is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the contractor. VDOT's Civil Rights Division with the assistance from each applicable division's Program Manager, monitors an organization's compliance with the non-discrimination provisions.

To monitor compliance, each contractor and all sub-contractors are required to submit a Title VI Evaluation Form. This requirement is applicable for all contractors.

The Title VI Evaluation Form provides documentation that a contractor has procedures in place to prevent discrimination in programs and services based on Title VI.

VDOT will request a Title VI Evaluation Form within ten (10) days of notification of selection for new contractors or contractors that do not have a current assessment on file with VDOT. The Assessment Form should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Forms from:

Right of Way & Utilities Division
Location & Design Division
Environmental Division
Structure & Bridge
Innovative Project Delivery
Materials Division
Transportation & Mobility Planning Division

Once the Title VI Evaluation Form is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a pre-award letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Assessment Form. VDOT Program Managers have access to a Title VI Log that is updated monthly on the Civil Rights Website. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the contractor's office.

If the report is approved for award, a letter is sent out with an expiration date for one year from the date of the approval letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for contractors who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the contractor can still be found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT's Title VI Program or the Title VI Evaluation Form, you may directly contact the Title VI Coordinator in VDOT's Civil Rights Division at 804-786-2085 or at robin.underwood@vdot.virginia.gov.

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24th, 2022

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE"** as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). That 12% DBE is listed as a "goal" across the entire contract award across all disciplines, not just one particular discipline. We are looking across 11 different disciplines in totality to make awards against. The goal for the DBE would be around 9% for each discipline in total than divided by the number of winning offerors in each discipline. For example, say 5 companies are selected for one discipline to be awarded a contract, each winning offeror would be expected to have a goal of just under 2% (1.8%) of their business with a DBE firm for that subset discipline that they won.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). If another Firm chose you to be a consultant for them, that would be fine. You could not be both a Prime and a consultant for someone else on the same project.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). Based on total cost of the project at hand. $500.00 - $150,000 range. Not to exceed $150k.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). **Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. We will accept proposals from all who can function in this capacity for us. Section 1.0 on page 3 states the services we are seeking are "Professional" vs "Non Professional" in nature.**

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County will look into doing this in the near future possibly as it may make sense to do so.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). A firm and each party to any joint venture can only submit one response. If a response is received by a joint venture between an architecture firm and another construction management entity, whether that construction management entity is legally characterized as a party to a joint venture, affiliate or subsidiary of the architecture firm, no other response may be submitted by any of the entities involved. Any such subsequent response would disqualify all the responses received by the entities involved.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?
A13). Yes, subconsultants that are part of your project team can use digital signature on their forms

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24th, 2022

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

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A2). That 12% DBE is listed as a "goal" across the entire contract award across all disciplines, not just one particular discipline. We are looking across 11 different disciplines in totality to make awards against. The goal for the DBE would be around 9% for each discipline in total than divided by the number of winning offerors in each discipline. For example, say 5 companies are selected for one discipline to be awarded a contract, each winning offeror would be expected to have a goal of just under 2% (1.8%) of their business with a DBE firm for that subset discipline that they won.

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A3). If another Firm chose you to be a consultant for them, that would be fine. You could not be both a Prime and a consultant for someone else on the same project.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). Based on total cost of the project at hand. $500.00 - $150,000 range. Not to exceed $150k.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). **Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. We will accept proposals from all who can function in this capacity for us. Section 1.0 on page 3 states the services we are seeking are "Professional" vs "Non Professional" in nature.**

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County will look into doing this in the near future possibly as it may make sense to do so.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). A firm and each party to any joint venture can only submit one response. If a response is received by a joint venture between an architecture firm and another construction management entity, whether that construction management entity is legally characterized as a party to a joint venture, affiliate or subsidiary of the architecture firm, no other response may be submitted by any of the entities involved. Any such subsequent response would disqualify all the responses received by the entities involved.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?
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PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

March 3, 2022

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE"** as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). Any offeror will have to show how under their awarded contract they can meet the 12% goal through DBE sub. This can be within one discipline but they have to show how that would be met for their submitted services. The details are on pages 71-77 of the solicitation.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). You could not be both a Prime and a sub-consultant on separate offers. However, this is only if you have not affiliation through the noted ownership or interest provisions, as defined by the State Corporation Commission, between your companies.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, primarily Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded. Keeping in mind that the County seeks state and federal transportation funding for multiple modes of transportation.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). As means of clarification, the final contract awards will allow for $500,000 per project/task and then not to exceed $1.5 million per contract year.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. For VDOT purposes and federal projects, this does not matter, and it will require the same level of VDOT review for all of these services as the CM has to have an engineer of record associated with their services.

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County may look into doing so should it make sense to do so. At this time the County does not intend to issue an RFP for Non-Professional Federally funded services.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). See question #3 response. As long as you are not associated with the prime on the alternate response through an ownership affiliation, you may listed as a subconsultant on an alternate response.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?

A13). Yes, subconsultants that are part of your project team can use digital signature on their forms.

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

McCORMICK TAYLOR

111 Mill Place Parkway ▪ Suite 105
Verona, VA 24482
540.248.0382
mccormicktaylor.com

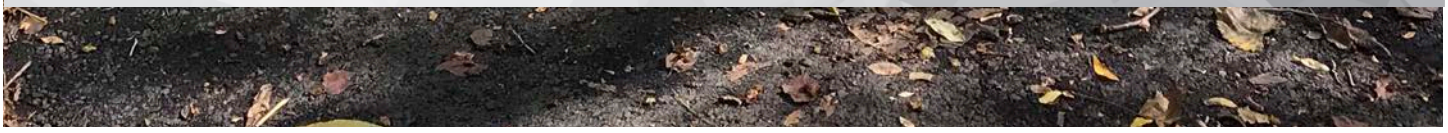
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REQUEST FOR PROPOSAL
RFP NUMBER: RFP 01-22KS

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS PLANNING, ARCHITECTURAL & ENGINEERING OPEN END SERVICES FOR FEDERAL FUNDED PROJECTS

MARCH 11, 2022



McCORMICK TAYLOR

111 Mill Place Parkway ▪ Suite 105
Verona, VA 24482 ▪ 540.248.0382

March 11, 2022

Kathy Stanley, CPPB
Senior Buyer
Fauquier County Government and Public Schools Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

RE: RFP 01-22ks
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
McCormick Taylor, Inc. – Federal Identification No. 23-1683759

Dear Ms. Stanley:

McCormick Taylor, Inc. is pleased to submit one original, three copies, and an electronic copy (on a flash drive) of our response to Fauquier County's Request for Proposal (RFP) for Planning, Architectural & Engineering Open End Services for Federal Funded Projects. We are proposing to provide services to the County for the following categories: **4.3 (Civil Engineering)** and **4.11 (Traffic/Transportation Planning and Engineering).** Our response is based on our understanding of the RFP, Addenda 1 through 3, our Team's knowledge of the area, and our prior history working with the County and other similar clients. From this experience, McCormick Taylor firmly understands the importance and impact that public works infrastructure has on the County and its citizens in improving safety and livability of the community.

There are several advantages to selecting the McCormick Taylor Team to serve the County; here are some of those reasons.

ADVANTAGES TO SELECTING THE MCCORMICK TAYLOR TEAM

1. Team's experience on similar contracts
2. Qualifications of Contract Manager and Key Staff
3. Past performance on similar contracts
4. Ability to respond quickly to County requests
5. Familiarity with the County and regulatory agencies
6. Availability to perform work and desire to have the County as a client

Our Team

McCormick Taylor has assembled an expert team with a strong history of working together on projects and tasks similar to those outlined in the RFP. Our firm specializes in providing engineering, planning, environmental analysis, project management and communications services to public sector clients. We have included Dewberry, a nationwide engineering firm based in Fairfax, as a major subconsultant that has both local and national expertise on nearly any type of project the County may want to implement. Dewberry brings a wealth of knowledge to the team having completed numerous projects in and around the County. In addition, The Berkley Group offers a unique and diversified business to the team that has provided consulting services to local government, including several nearby clients, for the past several years. Along with our other teaming partners (American Geotechnical & Environmental Services, Inc., Atlas Technical Consultants, Diversified Property Services, Inc., Peggy Malone & Associates, and Precision Measurements, Inc.), our shared experience has allowed us to develop projects from concept through design to construction smoothly and expeditiously.

As demonstrated in our proposal, we believe our robust team of specialists are uniquely qualified to provide the required services under this contract and to help advance any future projects, both small and large, for the County. Our team also has a vast pool of other experienced personnel that we can tap into should the need arise. Furthermore, with the outlay of subconsultants on our team, we are promoting the use of Small, Women, & Minority (SWaM) businesses while also pledging to exceed the contract's 12% Disadvantaged Business Enterprises (DBE) goal, **with a commitment of 15%.**

Personnel Qualifications

The diversity of our team's staff brings with it expertise in every sector of planning and engineering, including roadway and bridge design; traffic engineering; transportation planning; water and sewer system design; utility coordination; environmental planning and analysis; public relations and community outreach; water resources engineering; hydrologic and hydraulic analysis and design; land use planning; state and federal regulatory agency coordination and permitting; National Environmental Policy Act (NEPA) documentation; and many other disciplines. We have utilized this collection of staff resources to complete any type and size of public works and related projects, including numerous occurrences that involved federal funding.

Past Performance

We have held and currently hold similar on-call contracts with several Virginia municipalities, most of which are very comparable to Fauquier County in size, operations, and structure. The majority of our past projects have involved **federal funding**, which brings with it a series of additional design, administrative and contractual requirements that must be met. We have finished projects that take only a few days to complete while also delivering high profile and complex projects. A few recent examples consist of the $50+ million Route 10 Superstreet project in Chesterfield County that is nearing the end of its' 2+ year construction period. We also recently met the budget and schedule milestones for delivering design packages for two $500+ million interchanges in Pennsylvania. For each project we take pride in our work and strive to provide planning and engineering deliverables that meet or exceed our client's needs. We do this by following our internally published QA/QC manual that is provided to every employee. We also pay particular attention to the ongoing cost and schedule for a project, such as re-examining the project's cost at each design milestone to account for any fluctuation in recent market conditions using published data and results from our other recent bid projects. As an example of cost and schedule control for a transportation project, we utilize VDOT's recently adopted Cost Estimating Manual and their LAP-MAP tool to help with project development and delivery, scheduling and resource allocation.

Availability and Responsiveness

Our company uses a collaborative, interoffice business approach that utilizes the collective knowledge and experience of our employees to deliver effective results for our clients. This streamlined work culture allows us to efficiently respond to significant changes in our work environment, such as the COVID-19 pandemic. As mentioned in our proposal, this structure allowed us to quickly react to such circumstances two years ago in a positive manner and it essentially had no effect on our ability to continue with project development. With many of our projects in the later stages of design, under construction, or recently completing construction, our staff is available to support any County project. Furthermore, McCormick Taylor fully comprehends that the County desires a team that can efficiently and effectively deliver task orders fulfilling the needs outlined in the RFP. Our Verona office is less than two hours from the County and Dewberry is located within 30 minutes, thereby allowing us to respond on site in very short order.

In summary, a few highlights of our proposal are:

- Our firm and team members have completed projects using federal and other funding sources for the County and several other Virginia localities such as the Towns of Warrenton, Bridgewater, Christiansburg, and Dumfries; Cities of Lynchburg, Harrisonburg, Charlottesville, and Waynesboro; and the Counties of Augusta, Rockingham, Hanover, and Chesterfield.
- With more than 25 years of civil engineering experience, Sam Styers, PE, will serve as McCormick Taylor's Contract Manager and our main point of contact for the contract.
- We have **exceeded** the 12% Disadvantaged Business Enterprises (DBE) contract goal.

We sincerely appreciate the opportunity to submit our proposal for this contract. Please do not hesitate to contact me directly at 540.352.4582 if you have any questions or if you require any further clarification.

Sincerely,

McCormick Taylor, Inc.

X 

Sam A. Styers, PE ▪ Senior Manager, Transportation Engineering
McCormick Taylor, Inc. ▪ D: 540.352.4582 ▪ F: 540.248.0384
sastyers@mccormicktaylor.com



TABLE OF CONTENTS

REQUEST FOR PROPOSAL
RFP NUMBER: RFP 01-22KS

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS PLANNING, ARCHITECTURAL & ENGINEERING OPEN END SERVICES FOR FEDERAL FUNDED PROJECTS

MARCH 11, 2022

A. CERTIFICATION PAGE, ADDENDA, ACKNOWLEDGMENTS (6.2.1)

B. LOCATION OF THE OFFEROR'S HEADQUARTERS (6.2.2)

C. OFFEROR'S PREVIOUS BACKGROUND AND EXPERTISE (6.2.3)

D. AFFILIATES AND/OR SUBSIDIARY COMPANIES (6.2.4)

E. APPROACH/METHODOLOGY (6.2.5)

F. RESUMES (6.2.6)

G. FORMS



A

CERTIFICATION PAGE, ADDENDA, ACKNOWLEDGMENTS (6.2.1)

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 02/07/2022 **RFP 01-22ks**

TITLE: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

ISSUED BY: Fauquier County Government and Public Schools Procurement Division
320 Hospital Drive, Suite 23 Warrenton, VA 20186

USING DEPARTMENTS: Fauquier County and Fauquier County Public Schools, All Departments/Divisions

Sealed Proposals Will Be Received Until **03/01/2022 @ 3:00 P.M** For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed To: Kathy Stanley, CPPB, Senior Buyer, Phone: (540) 422-8354, Fax: (540) 422-8355 e-mail: Kathy.Stanley@fauquiercounty.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILDS OFFICE BUILDING 320 HOSPITAL DRIVE, 2nd FLOOR, SUITE 23.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

McCormick Taylor, Inc.

111 Mill Place Parkway

Suite 105

Verona, VA Zip Code: 24482

FEI/FIN NO.: 23-1683759

Date: March 1, 2022

By: James C. Wiggans
(Signature in Ink)

Name: James C. Wiggans, PE

Title: Chief Executive Officer

Telephone Number: (540) 248-0382

E-mail address: sastyers@mccormicktaylor.com Fax Number: (540) 248-0384

Submitting for *ALL* Disciplines noted herein (Y/N): N If N, *list which specific Disciplines the proposal provides for:* 4.3 Civil Engineering and 4.11 Traffic/Transportation Planning and Engineering

*****RETURN THIS PAGE*****

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24, 2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal:	RFP01-22ks
Title:	Planning, Architectural & Engineering Open End Services for Federal Funded Projects
Dated:	February 7th,2022
Original Proposal Due Date:	March 1st, 2022 @ 3:00p.m.

The following changes/revisions have been made to the original Request for Proposal and are in **BOLD** as noted:

CHANGE:

The proposal due date has been changed **FROM** March 1st, 2022 as noted on page 1 **TO March 11th, 2022** to allow for more time for preparation and submission. The proposal due time remains unchanged.

ACKNOWLEDGED

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24th, 2022

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

ACKNOWLEDGED

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE**" as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). That 12% DBE is listed as a "goal" across the entire contract award across all disciplines, not just one particular discipline. We are looking across 11 different disciplines in totality to make awards against. The goal for the DBE would be around 9% for each discipline in total than divided by the number of winning offerors in each discipline. For example, say 5 companies are selected for one discipline to be awarded a contract, each winning offeror would be expected to have a goal of just under 2% (1.8%) of their business with a DBE firm for that subset discipline that they won.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). If another Firm chose you to be a consultant for them, that would be fine. You could not be both a Prime and a consultant for someone else on the same project.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). Based on total cost of the project at hand. $500.00 - $150,000 range. Not to exceed $150k.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). **Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. We will accept proposals from all who can function in this capacity for us. Section 1.0 on page 3 states the services we are seeking are "Professional" vs "Non Professional" in nature.**

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County will look into doing this in the near future possibly as it may make sense to do so.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

ACKNOWLEDGED

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). A firm and each party to any joint venture can only submit one response. If a response is received by a joint venture between an architecture firm and another construction management entity, whether that construction management entity is legally characterized as a party to a joint venture, affiliate or subsidiary of the architecture firm, no other response may be submitted by any of the entities involved. Any such subsequent response would disqualify all the responses received by the entities involved.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?
A13). Yes, subconsultants that are part of your project team can use digital signature on their forms

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

ACKNOWLEDGED

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

March 3, 2022

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

ACKNOWLEDGED

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE"** as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). Any offeror will have to show how under their awarded contract they can meet the 12% goal through DBE sub. This can be within one discipline but they have to show how that would be met for their submitted services. The details are on pages 71-77 of the solicitation.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). You could not be both a Prime and a sub-consultant on separate offers. However, this is only if you have not affiliation through the noted ownership or interest provisions, as defined by the State Corporation Commission, between your companies.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, primarily Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded. Keeping in mind that the County seeks state and federal transportation funding for multiple modes of transportation.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). As means of clarification, the final contract awards will allow for $500,000 per project/task and then not to exceed $1.5 million per contract year.

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Based on the section above from the RFP:
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A12). See question #3 response. As long as you are not associated with the prime on the alternate response through an ownership affiliation, you may listed as a subconsultant on an alternate response.

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ACKNOWLEDGED

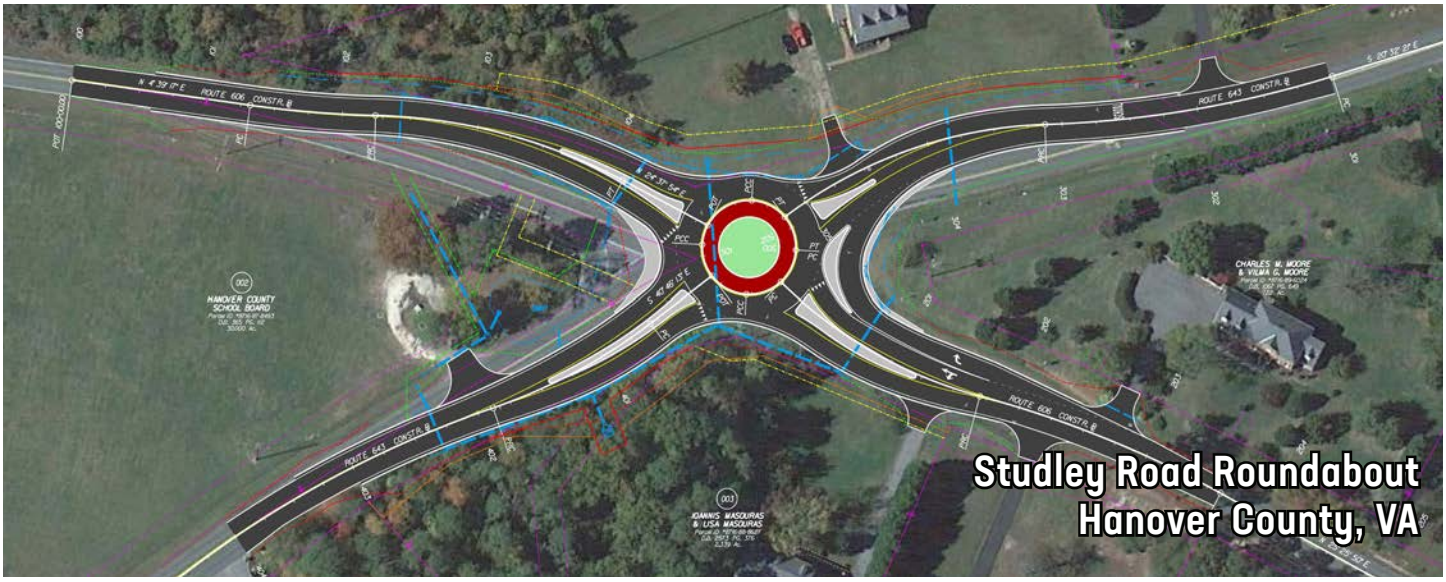
A13). Yes, subconsultants that are part of your project team can use digital signature on their forms.

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

ACKNOWLEDGED



Studley Road Roundabout
Hanover County, VA

B

LOCATION OF THE OFFEROR'S HEADQUARTERS (6.2.2)

LOCATION OF THE OFFEROR'S HEADQUARTERS (6.2.2)

COMPANY PROFILE

McCormick Taylor, Inc. is a full-service consulting firm, specializing in engineering, planning, environmental analysis, project management, and communications. Founded in 1946, we have nearly 400 employees in 17 offices throughout the mid-Atlantic region and along the East Coast. Ranked 196 in 2021 ENR's Top 500 Design Firms, McCormick Taylor's Gross Revenue in 2021 was $85.3 million. We offer the ideal combination of service and experience, through the personalized attention of a small local firm and the valuable resources that can be provided only by a large regional consultant.

Our diverse strengths include highway and bridge design; traffic engineering; transportation planning; utility coordination; water and sewer system design; environmental planning and analysis; public relations and community outreach; air quality and noise analysis; water resources engineering; hydrologic and hydraulic analysis and design; state and federal regulatory agency coordination and permitting, National Environmental Policy Act (NEPA) documentation; environmental compliance monitoring; and GIS and web application development.

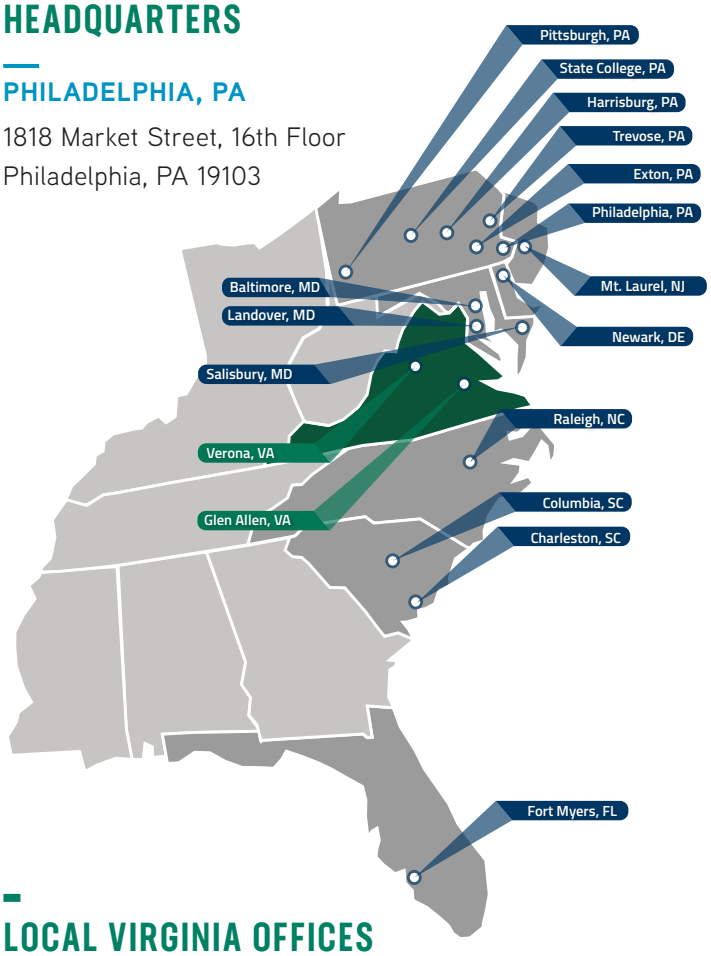
In the past 15 years McCormick Taylor has served various Virginia counties and municipalities such as the Towns of Bridgewater, Dumfries, and Christiansburg, the Cities of Waynesboro, Charlottesville, Lynchburg and Harrisonburg, the Counties of Augusta, Hanover, Rockingham and Chesterfield, and more. **We also have current or recent projects with Fauquier County and the Town of Warrenton.** Throughout this time, we have become known in the region as a leader in providing engineering and environmental solutions, including completion of numerous transportation projects for localities through the VDOT Local Assistance Program (LAP).

We have completed small projects that may only take a few days to complete while also providing numerous other projects valued in excess of $50 million that has gained us a reputation of successfully delivering high profile and complex projects for our clients. In fact, we are currently delivering two $500+ million interchanges in Pennsylvania and recently delivered the $50 million Route 10 Superstreet in Chesterfield County, VA.

HEADQUARTERS

PHILADELPHIA, PA

1818 Market Street, 16th Floor
Philadelphia, PA 19103



LOCAL VIRGINIA OFFICES

VERONA, VA

111 Mill Place Parkway, Suite 105
Verona, VA 24482
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GLEN ALLEN, VA

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OUR WORK MOVES PEOPLE.



C

BACKGROUND AND EXPERIENCE (6.2.3)

OFFEROR'S PREVIOUS BACKGROUND AND EXPERIENCE (6.2.3)

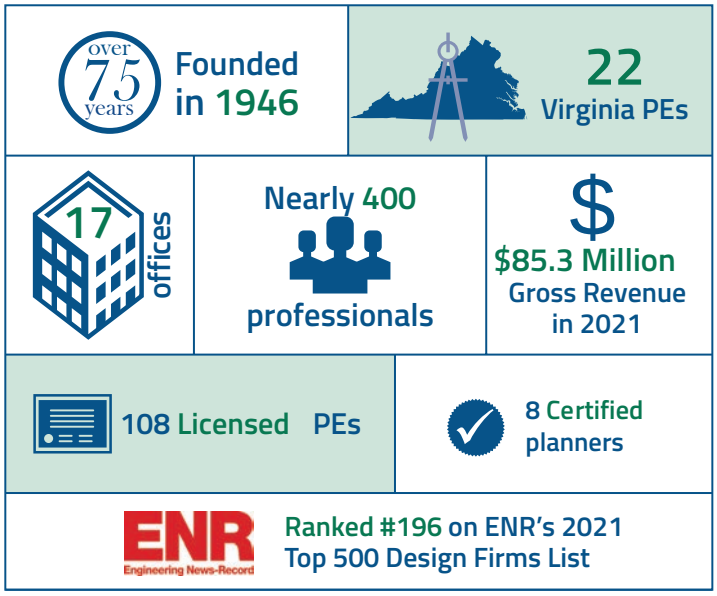
McCormick Taylor, Inc. is pleased to present our response to Fauquier County's request for proposal (RFP) for Planning, Architectural & Engineering Open End Services for Federal Funded Projects for the following categories:

- 4.3 Civil Engineering, and
- 4.11 Traffic/Transportation Planning and Engineering.

We have responded to this request as it fits with our expertise and industry knowledge and we understand that the County is looking for an experienced firm to provide such services for investigations, studies, reports, cost estimates, designs, contract documents, and other associated deliverables. We recognize that the services shall be provided on an as-needed basis and may typically include the activities outlined in the RFP. We also realize that individual work assignments will be negotiated for each specific project on an as-needed basis and it will be the sole discretion of the County regarding which company the assignment is awarded to if term contracts are awarded to multiple firms. Furthermore, McCormick Taylor fully comprehends that the County desires a team that can efficiently and effectively deliver task orders fulfilling the needs outlined in the RFP. Our Verona office is less than two hours away from the County and our primary subconsultant, Dewberry, is located within 30 minutes, thereby allowing us to respond on site in very short order.

We believe that our response to the RFP demonstrates our ability to fully engage on every task with our experts and exceed the County's expectations. We are confident that our team's depth and specific experience with on-call design contracts, in addition to our experience working with the County and other similar localities, will allow us to successfully deliver quality work on time and within budget. Together, the McCormick Taylor team will provide a fully-staffed engineering design team, experienced in taking a project from conceptual design to construction.

The following pages of this section provide a summary of McCormick Taylor's teaming partners, current projects and workload, description for some of our Team's past or current projects that are similar to those assignments that would be expected on this contract, and a list of client references.



CASE IN POINT:

Through our experience managing multiple, concurrent on-call contracts, we have shown that we have the resources to effectively meet and exceed project schedules and client expectations.

TEAMING PARTNERS

We strategically selected subconsultant team members who have, or are currently working on, similar contracts in Virginia. We have also worked with nearly all of the following firms on many past projects.

AMERICAN GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Contract Role: Geotechnical Engineering

DBE Contract Goal: 5%

American Geotechnical & Environmental Services, Inc. (AGES) is a certified **DBE** and **SWaM** in Virginia. They provide professional geotechnical services for public and private clients. Founded in 1995 AGES has grown to be one of the largest specialty geotechnical consultants in the northeastern United States. They have been involved in the design of infrastructure projects with construction costs of over $10.5 billion in the last 26+ years.

ATLAS TECHNICAL CONSULTANTS

Contract Role: Utility Designation

Atlas Technical Consultants (Altas) has been providing subsurface utility engineering services throughout the Southeast for the past 5+ years and is considered one of the largest SUE providers in the region.

BERKLEY GROUP

Contract Role: Land Use Planning

The Berkley Group (Berkley) is a local government consulting firm with over 40 employees and remote offices throughout the Commonwealth of Virginia. They specialize in providing direct services such as land use and environmental planning, capital project management, communications, community engagement, and group facilitation.

DEWBERRY

Contract Role: Water/Sewer, Drainage/Stormwater Management, Traffic, Roadway/Highway, Construction Administration/Management

Established in 1956, Dewberry has grown from a small, regional engineering and surveying firm into a nationally known, full-service corporation offering architectural, engineering, management consulting, geospatial and information technology, facilities management, and planning services to federal, state, and local municipal clients. They are recognized for combining unsurpassed commitment to client service with deep subject matter expertise.

DIVERSIFIED PROPERTY SERVICES, INC.

Contract Role: Right-of-Way (ROW) Acquisition

DBE Contract Goal: 5%

Diversified Property Services, Inc. (Diversified), a VDOT pre-qualified right-of-way consulting firm and Virginia **DBE** and **SWaM** operating since 1988, brings a uniquely comprehensive and coordinated approach to right-of-way and land acquisition. They have worked for public agencies throughout the Mid-Atlantic region, and are experienced in local, state, and federal real estate acquisition regulations, including USPAP, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the VDOT Right-of-Way and Utilities Manual of Instructions, and the Code of Virginia.

PEGGY MALONE & ASSOCIATES, INC.

Contract Role: Traffic Counts

Peggy Malone & Associates, Inc. (Peggy Malone) has conducted traffic counts throughout the Mid-Atlantic and Southeast United States area for over 18 years, including nearly 2,000 projects over the past five years ranging from small jobs with just a few tasks to large projects with over 250 turning movements or over 1,900 hose counts.

PRECISION MEASUREMENTS, INC.

Contract Role: Survey

DBE Contract Goal: 5%

Precision Mesaurements, Inc. (PMI) is a **DBE** and **SWaM** certified business established in 1995. They are experienced in all aspects of surveying from cadastral to geodetic. They serve a wide range of clients, including municipal, state, and federal agencies and offer a wide range of surveying services including, but not limited to: plat preparation for easements, right-of-way, property conveyance, boundary surveys including deed research, topographic and as-built surveys, surveys in support of design/evaluation of drainage, storm sewer, transportation, hydrographic surveys, 3D scanning, construction surveys, drone surveys, and SUE services.

CURRENT PROJECTS

CURRENT WORKLOAD

We are confident we can dedicate our Contract Manager and key staff to successfully complete the work necessary to meet the schedules for your projects. Within the past few years in Virginia alone, our staff proposed for this contract have completed at least 15 projects that have been built. Those projects included intersection improvements, roadway widenings, stream restorations, shared use paths or trails, sidewalk additions, traffic analysis, turn lane additions, traffic signal installations, and utility relocations.

McCormick Taylor is currently under contract for 18 projects in Virginia that range in contract value from $17,000 to $3,010,000. These projects involve design for roadway widening, greenway trails, sidewalks and turn lane additions, utility coordination and relocation design, water main design, and traffic engineering. As shown on the table on the following page, the majority of these projects are either in final design or in the bid/construction phase. Of the remaining projects, the level of work needed to complete them is relatively small and the fee remaining represents approximately 62% of our Virginia staff's availability for the expected duration of those projects.

As a result, a significant portion of our staff's projected workload is unencumbered, allowing us to be able to devote our utmost concentration to this contract and begin any task for the County immediately upon contract execution. This does not even account for our subconsultants' ability to perform work on the contract.

ABILITY TO PROVIDE SERVICES

Over the years, we have streamlined an interoffice work sharing culture that delivers efficient results, utilizing technology so our staff can operate as a single entity. McCormick Taylor is not an independent office, profit-driven company; instead, our offices work collaboratively as a single profit center. This approach will allow our team to meet the County's goals by using the expansive knowledge and experience our employees and team members bring in a variety of disciplines. This workshare approach has been invaluable over the past few years during the **COVID-19** pandemic in the United States. With our interoffice relationships already in place, we did not miss a beat when our office staff shifted to working remotely.



Broadview Avenue Access Management Improvements
Town of Warrenton, VA



Rosser Avenue/Lucy Lane Sidewalk Improvements,
City of Waynesboro, VA

	PROJECT	TYPE	CONTRACT VALUE	FEE REMAINING	PROJECT PHASE				
					PRELIM. DESIGN	RIGHT-OF-WAY	FINAL DESIGN	READY FOR AD	UNDER CON.
1	VDOT - I-81 Truck Climbing Lanes MM 233-MM 237	Truck Climbing Lanes	$660,000	$50,000	✓				
2	Town of Woodstock - Bike/Pedestrian Improvements Phase I	Shared Use Path/ Sidepath	$177,000	$130,000	✓				
3	Town of Woodstock - Bike/Pedestrian Improvements Phase II	Sidepaths, sidewalks, ADA ramps	$180,000	$155,000	✓				
4	City of Waynesboro - South River Greenway Phase 3	Greenway Trail/ Shared Use Path	$215,000	$45,000		✓			
5	VDOT - I-81 Widening MM 136-MM 141 Design Build	Widening	$725,000	$320,000		✓			
6	VDOT Utility Relocation - Broadview Avenue Improvements	Utility Relocation	$29,200	$7,200			✓		
7	VDOT Utility Relocation - Broadview Avenue Water Main Ext.	Utility Relocation	$50,000	$15,000			✓		
8	VDOT Utility Relocation - Staunton Crossing	Utility Relocation	$17,200	$3,000			✓		
9	VDOT Utility Relocation - Lee Street (Route 259) Bridge	Utility Relocation	$27,700	$6,000				✓	
10	VDOT Utility Relocation - I-81/Exit 247 Bridge	Utility Relocation	$34,000	$3,200				✓	
11	City of Lynchburg - Kemper Street Sidewalk	Roadway Design Services	$101,900	$11,000				✓	
12	City of Waynesboro - Rosser Avenue/Lucy Lane Sidewalk	Sidewalk	$41,000	$1,500				✓	
13	VDOT Utility Relocation - Route 211/ Northcott Road	Utility Relocation	$17,500	$100				✓	
14	City of Waynesboro - South River Greenway Phase 2B	Greenway Trail/ Shared Use Path	$110,000	$15,000					✓
15	Town of Bridgewater - North Main Street/ Old River Road Intersection Improvements	Intersection Improvements	$320,000	$15,000					✓
16	VDOT Utility Relocation - Raphine Road/I-81 Exit 205	Utility Relocation	$16,900	$180					✓
17	VDOT - Patterson Avenue & Parham Road Intersection Improvements	Intersection Improvements	$750,000	$10,000					✓
18	Chesterfield County - Route 10 Superstreet	Superstreet Intersection	$3,010,000	$18,000					✓





TRANSPORTATION AND TRAFFIC ENGINEERING SERVICES ON-CALL

WAYNESBORO, VA

McCormick Taylor has provided a variety of engineering services to the City since our first term contract more than 10 years ago such as the following tasks:

- Sinkhole Remediation - Our team provided emergency assistance to fix an open sinkhole the day after Christmas in 2019. This project was completed within the City's accelerated timeframe and budget.
- 13th Street & Rosser Avenue - McCormick Taylor provided emergency services due to a failing structural report from VDOT that resulted in the signal being taken down before a catastrophic failure; however, a new span wire signal could not be installed in its place or replaced with new steel mast arms due to major conflicting utilities. McCormick Taylor developed an emergency temporary signing and pavement marking plan. For a permanent replacement, several options were considered such as a mini-roundabout or a single, massive mast arm. A roundabout was analyzed with positive results and fit within the right-of-way. Funding has been awarded through Smart Scale to implement this solution.
- Citywide ADA Policy - McCormick Taylor was responsible for researching existing ADA standards and guidelines for sidewalks, curb ramps, driveway crossings, pedestrian actuation, and developing a City-wide policy for the City to utilize for ADA compliance purposes.

CONTACT

TODD WOOD
City of Waynesboro, VA
540.942.6694

CEDAR LEE MIDDLE SCHOOL SAFE ROUTES TO SCHOOL

FAUQUIER COUNTY, VA

McCormick Taylor prepared construction plans for this **federally funded** Safe Routes to School project that included improvements such as new sidewalk, curb and gutter, ADA curb cuts with associated crosswalks, 10' shared-use path with secure bicycle parking, and signing and pavement markings to improve the pedestrian access to Cedar Lee Middle School and the surrounding community. A pedestrian boardwalk crossing over a stream channel was also part of the added features. The project length was approximately 1,750 feet of shared-use path and 800 feet of sidewalk. The improvements occurred along School House Road, along Remington Road, and adjacent to Norfolk Southern Railroad tracks under State Route 17 (March Road). McCormick Taylor prepared technical specifications, helped the County compile the bid documents, and administered the bid process. McCormick Taylor also provided construction administration services.

CONTACT

DONNIE KOZANECKI
Fauquier County, VA
540.422.8476





CEDAR LANE REALIGNMENT

HANOVER COUNTY, VA

The **federally funded** project consisted of the design and preparation of construction plans and bid documents for the realignment of approximately 1,000 feet of Cedar Lane (SR 623) further north in order to intersect with Washington Highway (US Route 1) at a tee connection, in lieu of a skewed alignment. US Route 1 was widened to provide left and right turn lanes at the new intersection, and a cul-de-sac was constructed for existing Cedar Lane.

McCormick Taylor oversaw the relocation design for approximately 1,100 linear feet of 8-inch and 16-inch water main and associated appurtenances along the existing Cedar Lane and US Route 1 and the extension of approximately 900 linear feet of 16-inch water main and associated appurtenances along the realigned Cedar Lane (SR 623). McCormick Taylor also developed pre-scoping horizontal and vertical alignment alternatives for various design speeds; lane and shoulder widening and intersection realignment to improve safety; addition of turn lanes, signal warrant study and signal design; extensive stakeholder coordination with the County and local businesses; and development of final construction plans.

SCHOLASTIC WAY ENHANCEMENT

AUGUSTA COUNTY, VA

This was a VDOT locally administered, **federally funded** project to build 1.5 miles of new sidewalk within the Stuarts Draft Elementary / Middle / High school complex and on the local roads adjacent to the complex.

Services included the following: surveying, roadway design, hydraulic & hydrologic analysis, storm sewer design, utility coordination and relocation design, traffic analysis and design, environmental services, preparation of specifications, bidding assistance, construction administration, and public involvement.

As a part of Phases 1-3, McCormick Taylor designed modifications to the traffic signal at the US Route 340 / Augusta Farms Drive intersection to provide crosswalks, curb cuts, and pedestrian signals. In Phase 4, McCormick Taylor prepared construction plans for approximately 1,250 feet of new sidewalk. McCormick Taylor designed crosswalks, curb cuts, and entrance connections, performed utility coordination, and prepared the bid documents. McCormick Taylor also provided construction administration services.

CONTACT

JOE VIDUNAS
Hanover County, VA
804.365.6176

CONTACT

CANDY HENSLEY
Augusta County, VA
540.245.5615





HILLSDALE DRIVE EXTENSION

CHARLOTTESVILLE, VA

This locally administered road design project on new alignment involved a nearly one-mile extension of Hillsdale Drive. Most of the project lies within the City of Charlottesville, however the northern end of the project extended into Albemarle County, requiring additional coordination with the County and VDOT Culpeper District. The project included roadway, drainage and stormwater management; bridge design; landscape design and street lighting; signals, signing/pavement marking, traffic control; right-of-way acquisition and utility coordination/ design; environmental studies/permitting; extensive public involvement; and construction administration. This **federally funded** project presented several challenging design constraints and unusual construction conditions involving a:

- New traffic signal,
- Roundabout,
- Partial relocation of an existing SWM basin,
- Demolition of a former theatre,
- Bisection (and partial demolition) of an existing commercial strip mall building to accommodate the road extension,
- 140 foot long bridge to span a deep ravine, and,
- Coordination with U.S. Postal Service to acquire right-of-way from distribution center property.

CONTACT

JEANNETTE JANICZEK
City of Charlottesville, VA
434.970.3309

FALLING BRANCH ROAD IMPROVEMENTS

CHRISTIANSBURG, VA

This locally administered VDOT Revenue Sharing project consisted of providing preliminary and final design for improvements at the intersection of Falling Branch Road and Roanoke Street (US Route 11 Business). Improvements included the coordination of relocating an entrance into an adjacent shopping mall development, addition of a traffic signal, turn lanes, raised medians, curb and gutter with associated storm sewer, sidewalk, ADA curb ramps, pedestrian crosswalks, and adjustments/relocations of other entrances. In addition, relocation of 350 linear feet of 6-inch to 12-inch water main and 600 linear feet of 6-inch to 8-inch sanitary sewer main was necessary at this major intersection in the Town.

The project involved major slope changes for the relocated entrance to accommodate future development of corner parcels and drainage challenges related to maximizing the usage of existing facilities. Access management was also a key component of the project's overall success due to the adjacent location of several business developments and the fact that the project is adjacent to the grade separated interchange of Roanoke Street and US Route 460, a limited access roadway.

CONTACT

JUSTIN ST. CLAIR
Town of Christiansburg, VA
540.382.6120



NORTH MAIN STREET CORRIDOR IMPROVEMENTS PROJECT

BRIDGEWATER, VA

The project consists of the analysis, design and preparation of construction plans and bid documents for a new traffic signal at the intersection of North Main Street (Route 42) and Old River Road. This project also involves the addition of a right turn lane to improve the traffic movement at the intersection, which includes significant heavy truck volumes from adjacent industrial properties. All pedestrian facilities at the intersection will be upgraded to the latest ADA/PROWAG standards. In addition, several entrance consolidations and the addition of a mid-block pedestrian crossing will be completed. Right-of-way acquisition was completed on three commercial properties. Furthermore, utility relocations were coordinated with six utility companies for relocating several poles and associated aerial lines and a buried gas main in very limited spaces within the project area. This **federally funded** project started construction in early 2022.

CONTACT

ALEX WILMER
Town of Bridgewater, VA
540.908.2321



VDOT ON-CALL UTILITY RELOCATION DESIGN AND ASSOCIATED SERVICES

STATEWIDE, VA

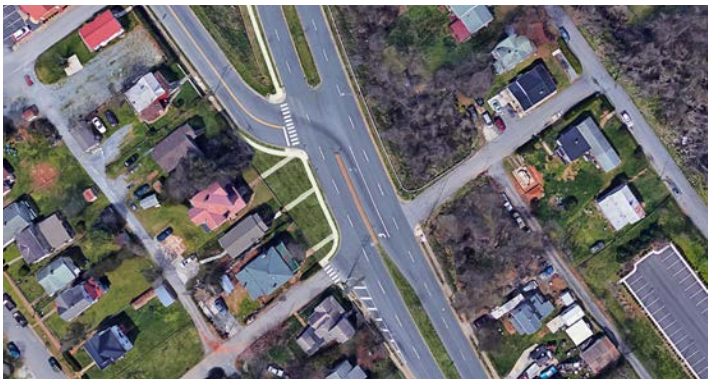
McCormick Taylor is serving as a subconsultant to Michael Baker for the VDOT Statewide Utility Relocation Design & Associated Services contract. Our services include identifying utility conflicts or concerns; evaluating each proposed relocation or betterment with grades, storm drainage, road and pedestrian path construction and other utilities; determining cost responsibility; investigating design alternatives to reduce utility impacts; designing the necessary water and sewer main relocations and/or adjustments; and compiling cost estimates for such improvements to eliminate utility conflicts on the projects selected by VDOT. The design of new installations within the project limits may also be included in the utility plans. All efforts are in coordination with the prime consultant, Michael Baker, and at their direction. Associated services, if required, may include the review of shop drawings, catalog cuts, construction administration, and inspection of utility work awarded under a Department contract.

To date, we have worked on seven tasks, **including the water and sewer relocation design on the Broadview Avenue Access Management Improvements Project in the Town of Warrenton.**

CONTACT

JEREMY DOW
Michael Baker International
757.631.5455





ROUTE 10 SUPERSTREET

CHESTERFIELD COUNTY, VA

This is a VDOT locally administered project for preliminary and final design to widen 1.5 miles of the four-lane urban principal arterial to eight lanes between Bermuda Triangle Road and Rivers Bend Boulevard. This **federally funded** project features the innovative use of a signalized "Superstreet" intersection, the first of its kind in Virginia.

McCormick Taylor is responsible for all roadway design, utility coordination, MOT/sequence of construction plans, water/sewer relocation design, traffic signal plans, drainage, public involvement, VISSIM and Synchro traffic analysis, and NEPA permitting. After it is constructed, the project will improve the link from I-95 to I-295 and relieve the current congestion. Utility relocation design included 13,000 linear feet of up to 16-inch water main and multiple interconnections along the roadway corridor, and relocation with betterment of 11,000 linear feet of sewage forcemain (18-inch AC pipe to 24-inch DI pipe). McCormick Taylor oversaw cost responsibility determination, easement identification, and coordination with six private utility companies. Extensive private utility coordination involved 50+ overhead power poles (single and double circuits) and telephone poles, and several thousand feet of medium and high-pressure gas mains, and buried power and telecommunications throughout the project corridor.

CONTACT

STAN NEWCOMB
Chesterfield County, VA
804.748.1037

KEMPER STREET SIDEWALK

LYNCHBURG, VA

McCormick Taylor is providing roadway design services for a new sidewalk on the west side of Kemper Street starting where the sidewalk currently ends on the north side of the Norfolk Southern railroad bridge (just south of the Lynchburg Expressway), extending south to Campbell Avenue. The project is a City-administered Revenue Sharing project implemented through the City's UCI program and will provide pedestrians a safe travel way parallel to the four lane roadway and connect to the existing sidewalk system at Campbell Avenue. The project is being designed to AASHTO standards and will include a five foot wide concrete sidewalk to meet Public Rights-of-Way Accessibility Guidelines (PROWAG) recommendations for ADA compliance, ADA compliant curb ramps, and a marked pedestrian crossing of Campbell Avenue, as well as the appropriate signage and other crosswalks. The project also includes utility relocations and retaining walls to ensure a minimum width sidewalk adjacent to a steep embankment.

CONTACT

RYAN ROBERTS, PE
City of Lynchburg, VA
434.856.2489



RESERVOIR STREET WIDENING

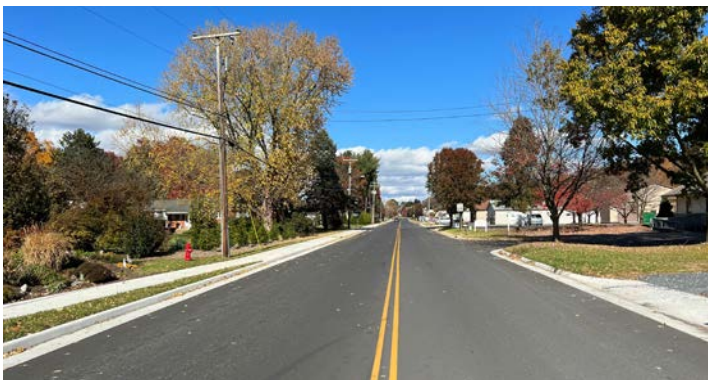
HARRISONBURG, VA

This locally-administered VDOT revenue sharing project included a 1.5 mile two-lane roadway with shoulders widened to four-lanes with raised median, curb and gutter and sidewalks. McCormick Taylor was responsible for conflict analysis and design of water and sewer relocations associated with this project that involved widening 1.25 miles of Reservoir Street from two lanes to five lanes, with curb and gutter, sidewalk, and bicycle facilities. Relocations included approximately 2,500 linear feet of 8-inch to 12-inch water main, 1,100 linear feet of 8-inch sanitary sewer main, nine sewer manholes, and numerous other water and sewer adjustments.

Design services included roadway design of safety and capacity improvements such as lane and shoulder widening, addition of turn lanes and other intersection improvements, addition of bicycle facilities, signal plans, signing and striping plans, stormwater management plans, environmental permitting, utility coordination, water/sewer relocation design, and complete right-of-way services. McCormick Taylor applied context-sensitive/innovative design to reduce property impacts and minimize right-of-way impacts in this constricted corridor through the use of retaining walls. McCormick Taylor was also responsible for extensive public involvement on this project including two public hearings as well as designing and maintaining a project website.

CONTACT

TOM HARTMAN, PE
City of Harrisonburg, VA
540.434.5928



DRY RIVER ROAD CORRIDOR IMPROVEMENTS

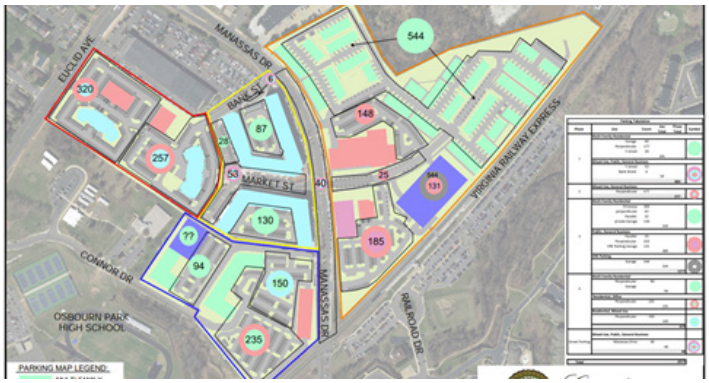
BRIDGEWATER, VA

This locally administered project consisted of the preparation of construction plans and bid documents for the reconstruction of a two-lane urban major collector. Approximately 2,400 linear feet in length, the project included curb and gutter and bike lanes on both sides of the road, and a five-foot sidewalk on the west side of the road. Associated activities included traffic engineering, drainage, public involvement, utility coordination, water/sewer relocation design, and right-of-way assistance for 36 parcels. The entire project lies within an area protected from the 100-year floodplain by a levee system. The proposed drainage system was a result of the widening to the roadway where the existing drainage system was substandard or nonexistent. The design criteria for the proposed drainage system for all sections of this project were established in accordance with Chapter 9 of the VDOT Drainage Manual. Inlet spacing was developed in accordance with spread computations using FHWA Hydraulic Toolbox and also to avoid the numerous existing utilities along the corridor which included water and gas lines, sanitary sewer mains, and lateral service connections from the homes along the residential street. The proposed storm sewer system was designed to provide vertical and horizontal clearance with the utilities and also connect into an existing storm trunk for conveyance to the outlet under the levee along the North River.

CONTACT

ALEX WILMER
Town of Bridgewater, VA
540.908.2321





SOUTH RIVER GREENWAY TRAIL PHASES 2A, 2B AND 3

WAYNESBORO, VA

McCormick Taylor was responsible for preliminary and final design plans for Phase 2A of the South River Greenway Trail. The project involved the construction of approximately 1,700' of trail paralleling the South River, just outside Waynesboro's historic downtown. The South River Greenway Trail Phase 2B improvements generally start where Greenway Trail Phase 2A was completed. Scheduled to start construction in March 2022, Phase 2B will run approximately 0.7 miles northeast into North Park and terminate at the park's boundary along Bridge Avenue. The project improvements include an asphalt shared-use path (8' or 10' width varies upon location), ADA compliant bike/pedestrian accommodations, drainage pipe, trail signage, traffic engineering, environmental permitting, pavement marking, benches, and other appurtenances. Other work includes right-of-way acquisition services, utility coordination, bid assistance, and construction administration. The South River Greenway Trail Phase 3 is the latest endeavor by the City to improve the bike/pedestrian connectivity between all of its major parks. This project is intended to design and construct a series of sidewalks, pedestrian crossings, and bike sharrows to span the area between Ridgeview Park and South Wayne Avenue, totaling nearly one mile in length. Each of these projects have been **federally funded.**

CONTACT

C. DWAYNE JONES
City of Waynesboro, VA
540.942.6735

CITY OF MANASSAS PARK

MANASSAS PARK, VA

In 2021, Dewberry worked with the City of Manassas Park to execute a parking study to determine the most effective way to convert nine parallel parking spaces, along Eastbound Manassas Drive, into angled parking. The study was conducted for the benefit of both driver and pedestrian safety as well as cost efficiency and overall net gain.

Dewberry used a multi-criteria analysis to compare and present a total of 14 parking design alternatives. Through this process and close collaboration with City representatives, the most efficient option for the City was determined. A report was written as a more in-depth alternative analysis and shared with the City for their benefit and use. The report consisted of graphics developed using provided site plans, aerial imagery and blue beam enhancements. The report also included a copy of the multi criteria analysis as well as cost analysis of select alternatives. Dewberry was also hired to develop a visual aid that successfully illustrates a parking tabulation for the future multi-phase City of Manassas Park, city center. This map would serve as an aid that depicts all phases in one graphic, that could be used as a talking/presentation visual. Much like the report, a combination of existing site plans, aerial imagery, and blue beam enhancements were used in the creation of the city center map.

CONTACT

STEVEN HALL
City of Manassas Park, VA
703.335.8800





HANOVER WATER WASTEWATER CONTRACT

HANOVER COUNTY, VA

Dewberry provides complete engineering services for numerous water and sewer related projects under an annual contract. Tasks include:

Beaverdam Wastewater Pump Station Improvements. Dewberry provided design and construction administration services for improvements to the existing 10 MGD wastewater pump station. Improvements included headworks upgrades including new grinders and monorail hoist system, pump upgrades, drywell rigging modifications to allow for easier removal of pumps, HVAC upgrades, and switchboard and VFD upgrades.

Shelton Pointe Pump Station and Force Main. Dewberry provided comprehensive engineering, design, and construction administration services for the Shelton Pointe Pump Station and Force Main. The pump station is a 5-MGD submersible station with headworks expandable to 12-MGD.

Airport East Storage Tank and Pump Station. Dewberry provided evaluation, design, and construction administration services for a new 1 MG water storage tank and a 10 MGD water booster station. The project also included approximately 3,000 linear feet of 20-inch water transmission main.

CONTACT

STEVEN HERZOG, PE
Dewberry
Hanover County, Department of Public Utilities
804.365.6022

WATER AND SANITARY SEWER IMPROVEMENTS

TOWN OF COLONIAL BEACH, VA

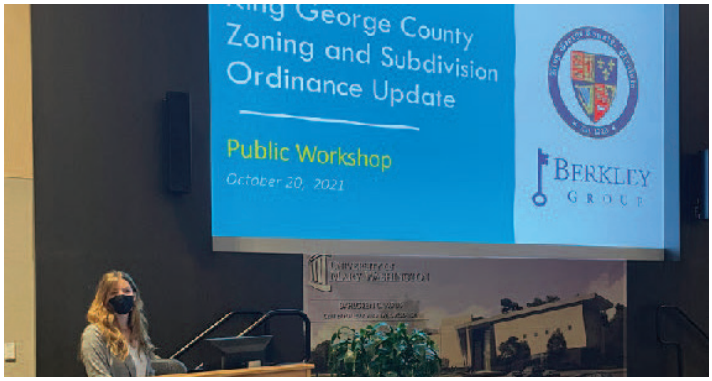
Dewberry assists the Town with evaluation, design, and construction services for water and wastewater improvements. Tasks include:

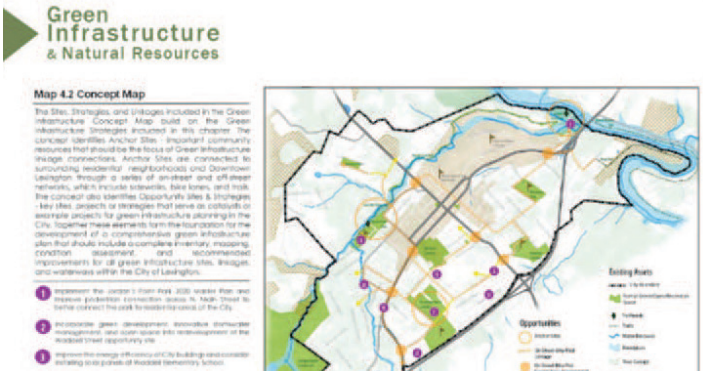
Robin Grove Facility Improvements and Distribution System Improvements. Dewberry provided comprehensive design and construction services for demolishing two underground concrete reservoirs, installing an above ground storage tank, replacing interior piping and booster pumps at the Robin Grove Facility, and approximately 5,700 linear feet of new upsized six-inch and eight-inch waterline through existing neighborhoods to replace aging pipes and increase fire protection. Work also included new hydrants, new water services, and meters.

Sewer System Evaluation and Improvements. Dewberry has designed several phases of sewer system replacement and rehabilitation to address inflow and infiltration (I&I) issues. Most recently, Dewberry completed a hydraulic capacity analysis to determine options to address a recurring overflowing manhole during rain events and is currently completing the design for the recommendation. In addition, Dewberry just completed an I&I evaluation of the Town's overall sanitary system to identify areas with the highest potential for I&I and recommend next steps.

CONTACT

ROB MURPHY
Dewberry
Town of Colonial Beach
804.224.7260





ZONING & SUBDIVISION ORDINANCES (UNDERWAY)

KING GEORGE COUNTY, VA

The Berkley Group is performing an extensive update to King George County's Zoning and Subdivision Ordinances. The project outcome will be a single, streamlined ordinance that implements the County's newly adopted Comprehensive Plan, answers the desires of the community, and is compliant with the Code of Virginia. The update is the first comprehensive revision to the ordinance since its initial adoption. The project will result in an ordinance that is focused on balancing growth; ensuring a competitive advantage with development regulations; and incorporating community priorities, such as preservation of rural character, inclusion of landscaping and screening provisions, and increased commercial growth.

The project began with a diagnostic of the County's Zoning Ordinance and Subdivision Ordinance. The diagnostic consisted of locality-specific assessments – which included an analysis of the Comprehensive Plan's strategies and goals directly related to Zoning and Subdivision measures; discussion of regulations for a military overlay district; and recommendations for corrective actions for Code compliance and inclusion of planning best practices. The project has included robust public engagement, including stakeholder meetings, two public workshops, and a public survey. The remainder of the project is built upon bi-monthly meetings with Planning Commission to review drafts, and final project tasks will include the creation of supportive checklists and guidance sheets as after-adoption deliverables. Adoption is anticipated for Fall 2023.

CONTACT

HEATHER HALL
King George
540.775.8550

BERKLEY GROUP

2040 COMPREHENSIVE PLAN UPDATE

CITY OF LEXINGTON, VA

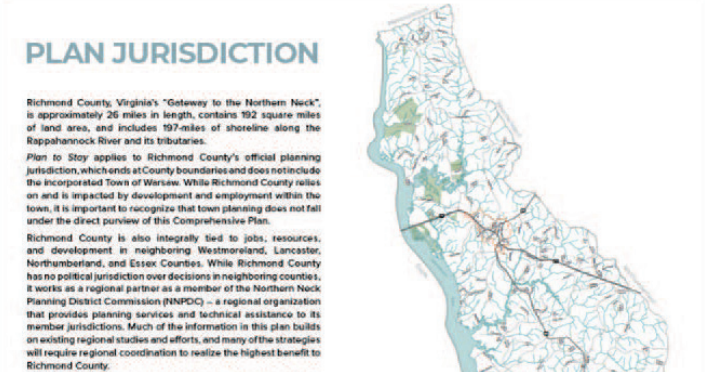
The Lexington 2040 Comprehensive Plan defines a vision for the City of Lexington, Virginia, that acknowledges a difficult past while building an inclusive and progressive path forward. Organized around a series of five planning values rooted in community, equity and resilience, the plan tackles issues such as climate change, diversity, housing affordability, fiscal sustainability, alternative transportation, and governance. The policies and strategies in the plan are a result of an extensive and collaborative planning effort that included input from the citizens of Lexington, the insight of focus groups and community experts, the guidance of the City's Planning Commission, and facilitation by the Berkley Group. The development of a plan addressing such weighty and complex issues required understanding, sensitivity, and depth of knowledge. Developing a plan during the onset of a global pandemic and nation-wide social unrest required creativity and the skillful use of virtual engagement platforms to ensure the planning process continued to be fair, open, and accessible to all of Lexington's residents. The result is a plan that was adopted with overwhelming community support. The document itself was designed as a 21st century planning tool, using maps, graphics, and links to make the content easily understood and accessible to a variety of audiences. Lexington 2040 is a modern comprehensive plan, developed for a historic community, looking to create a more resilient and equitable future. The plan was adopted in Fall 2020.

CONTACT

JIM HALASZ
City of Lexington
540.462.3700

BERKLEY GROUP





YOUR 2040 COMPREHENSIVE PLAN

NORTHAMPTON COUNTY, VA

The Berkley Group worked with Northampton County to update their Comprehensive Plan. Northampton is a rural and ecologically unique community located on the Eastern Shore of Virginia. The County boasts working waterfronts, charming towns, and agriculture, aquaculture, and tourism industries reliant on the area's abundant natural resources. The challenge of the comprehensive plan was to protect these resources, while creating a more prosperous and resilient community. The plan addresses complex challenges of infrastructure, housing affordability, social equity, climate change adaptation, and hazard mitigation, among others. The project included a diagnostic of the existing Comprehensive Plan to ensure compliance with the Code of Virginia and Chesapeake Bay Preservation Act requirements; extensive community input, including multiple public workshops, stakeholder interviews, and a community survey provided in two languages; technical mapping and analysis to target development areas while protecting natural resources; coordination with VDOT to ensure Chapter 729 compliance; and streamlining the plan to succinctly demonstrate community values and goals while providing actionable implementation strategies in a highly visual and accessible format.

CONTACT

CHARLES KOLAKOWSKI
Northampton County
757.678.0440 ext. 515

COMPREHENSIVE PLAN 2041 (UNDERWAY)

RICHMOND COUNTY, VA

The focus of the Comprehensive Plan is to improve local quality of life, including community facilities and services; support a vibrant local economy while protecting the County's rural nature; and ensure continued compliance with the Chesapeake Bay Preservation Act. Berkley Group kicked off the project with Richmond County staff, touring the County and seeing firsthand the connection to the river, the rural and agricultural presence, and the unique communities throughout the County. The public workshop highlighted key themes for the plan, including river access, broadband availability, and housing. In addition to the public workshop, a public survey was available online to gather more input from the community. Alongside Richmond County staff, we are working with an appointed Comprehensive Plan Advisory Committee to guide and facilitate the update.

Future tasks will include consideration for VDOT Chapter 729 compliance; streamlining the current plan to succinctly demonstrate community values and goals; and careful crafting of actionable implementation strategies to carry the new plan forward.

The Comprehensive Plan update began in Spring of this year and is slated for adoption in Fall of 2022.

CONTACT

MORGAN QUICKE
County of Richmond
804.333.3415

2019-004 REFERENCES (Required)

Provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

1. **City of Waynesboro**

   941 Fir Street Waynesboro, VA 22980

   Contact Name: Todd Wood; *Number*: 540-940-6694; *Email:* woodtd@ci.waynesboro.va.us

2. **City of Lynchburg**

   900 Church Street Lynchburg, VA 24504

   Contact Name: Lee Newland; *Number*: 434-455-3947; *Email:* lee.newland@lynchburgva.gov

3. **Town of Woodstock**

   135 N Main Street Woodstock, VA 22664

   Contact Name: Aaron Grisdale; *Number*: 540-459-3621; *Email:* aaron.grisdale@townofwoodstockva.gov

4. **Town of Christiansburg**

   100 East Main Street Christiansburg, VA 24073

   Contact Name: Wayne Nelson, PE; *Number*: 540-230-5994; *Email:* wnelson@christiansburg.org

5. **North Carolina Department of Transportation**

   1 South Wilmington Street Raleigh, NC 27601

   Contact Name: Shane York, PE; *Number*: 919-707-4660; *Email:* sdyork@ncdot.gov

COMPANY NAME McCormick Taylor, Inc.

SIGNATURE James C. Wiggans DATE March 11, 2022

NAME James C. Wiggans, PE TITLE Chief Executive Officer


South River Greenway Trail Phase 2A
Waynesboro, VA

D

AFFILIATES AND/OR SUBSIDIARY COMPANIES (6.2.4)

AFFILIATES AND/OR SUBSIDIARY COMPANIES (6.2.4)

McCormick Taylor, American Geotechnical & Environmental Services, Berkley Group, Dewberry, Diversified Property Services, and Peggy Malone are not affiliated with another firm, nor do they own any subsidiary companies.

See below for names and detailed addresses of all affiliated and/or subsidiary companies for Precision Measurements and Atlas.

ATLAS

AFFILIATED AND/OR SUBSIDIARY COMPANIES

Atlas Technical Consultants LLC

13215 Bee Cave Parkway, Bldg B, Suite 230

Austin, TX 78738

Long Engineering, LLC

2550 Heritage Court, Suite 250

Atlanta, Georgia 30339

Pavetex Engineering LLC

1500 Broadway, Suite 1117

Lubbock, TX 79401

ATC Group Partners LLC

5750 Johnston Street, Suite 400

Lafayette, LA 70503

PRECISION MEASUREMENTS

AFFILIATED AND/OR SUBSIDIARY COMPANIES

Precision Measurements Surveying, Inc.

629 Phoenix Drive, Suite 100

Virginia Beach, VA 23452

PMLS, LLC

629 Phoenix Drive, Suite 100

Virginia Beach, VA 23452



E

APPROACH/ METHODOLOGY (6.2.5)

APPROACH/METHODOLOGY (6.2.5)

APPROACH AND CAPABILITY FOR PROVIDING SERVICES

The McCormick Taylor team has the ability to furnish the labor, materials, equipment, and technical and professional services required by the County to meet or exceed the work needs for nearly any project pertaining to the County's infrastructure. In addition to the following discussion of our approach, capabilities, and resources as it relates to the contract's Scope of Services, please see the relevant project experience described in Section C (Background and Experience) of this proposal.

PROJECT APPROACH

Although the details and specific approach for a project will be worked out with the County on a task-by-task basis as each will differ based on the project's intended goal, the following presents a general example of the activities we typically implement for the design phase of a task order.

- Perform research, field and survey work, and initial reconnaissance to generate base mapping.
- Conduct a thorough study of the project's intent and needs to evaluate options or alternatives for desired improvements and ensure compliance with local, state and federal requirements.
- Prepare initial design documents consisting of preliminary plans and cost estimates.
- Complete environmental services, utility designation, and geotechnical investigation to help inform the intended design.
- Meet with the County to discuss the preliminary plans and establish any necessary changes or modifications before progressing to the next stage of design.
- Conduct public engagement as pertinent to the project to collect input from the local community.
- Prepare right-of-way (ROW) plans and related documents in order to acquire ROW or easements needed.
- Furnish documents, plans and design data to regulatory agencies so the County can obtain required approvals.
- Coordinate all utility relocations required for the project.
- Prepare final plans, specifications, cost estimates, etc. so the project can be advertised for bid.

In addition, throughout the design process, our Contract Manager will not only provide timely integration of appropriate design resources, proactively communicate with County staff and adhere to County and other applicable agency policies and procedures, the following strategies will be utilized:

- Hold weekly design team meetings to discuss design progress, critical issues, etc.
- Convene a recurring meeting with the County to discuss current assignments, as well as potential new tasks.
- Utilize a web-based platform such as Microsoft Teams, OneDrive or similar to help manage task coordination, deliverables, meetings, etc.
- Ensure Quality Control will be an integral part of our delivery process, not just a paper exercise.
- Review invoices for McCormick Taylor and its subconsultants to ensure they are complete, accurate, and consistent with the level of completeness for the project before sending to the County for payment approval.

ACTIVITY BY DISCIPLINE

McCormick Taylor proposes to handle the majority of the potential work with our "in house" personnel, with our qualified teaming partners providing a lead or support role as needed for this on-call contract as shown on the table below. Following the table is a summary of our Team's capabilities related to the typical tasks needed on a particular project, in which some activities apply to both of the disciplines that we are proposing on, 4.3 Civil Engineering and 4.11 Traffic/ Transportation Planning and Engineering.

Activity	In-House	Teaming Partner
Project Management/Task Leadership	Lead	Support
Project Scoping and Development	Lead	Support
Surveying	N/A	Lead
GIS	Lead	Support
Hydrologic Analysis and Storm Sewer/SWM Facility Design	Lead	Support
Permitting/Environmental	Lead	Support
Hydraulic Analysis	Lead	Support
Water and Sewer Analysis and Design	Lead	Lead or support
Transportation Planning	Lead	Support
Transportation Engineering	Lead	Support
Geotechnical Engineering	N/A	Lead
Public Outreach	Lead	Support
ROW Acquisition	N/A	Lead
Land Use Planning	Support	Lead
Contract Document Preparation	Lead	Support
Construction Phase services	Lead	Support

SURVEYING

PMI will develop the survey utilizing required policies and procedures, to generally include:

- Conduct courthouse research.
- Determine if any of the project limits are within private property and develop access letters, as necessary.
- Recover horizontal and vertical control.
- Recover and locate ROW and property line monuments and other evidence of ownership.
- Obtain copies of public utility plans from County or VDOT, as applicable.
- Coordination with Miss Utility and SUE team consultant.
- Perform calculations to establish a boundary resolution for the existing ROW lines and departing adjoiner lines within the project limits.
- Conduct an existing conditions/topographic survey of the project area utilizing various survey methodologies. The survey could include the field locations of various features such as traffic signals, structures, fences, signs, curbing, concrete pads, walls, sidewalks, parking areas, ADA ramps, driveways, vegetated areas, ditches, utility poles, fire hydrants, and other surface evidence of underground features.
- CAD drafting to meet the County's requirements/ standards.
- Review by Licensed Surveyor for QA/QC check.
- Prepare certified easement and right-of-way plats or sheets.

GIS MAPPING &DEVELOPMENT, ASSET PLANNING AND RESOURCE MANAGEMENT

McCormick Taylor's GIS staff is comprised of technicians, analysts, business analysts, developers, and managers, creating the perfect balance for efficiency in completing a range of asset planning, resource management, and multidisciplinary geospatial solutions. Clients benefit from our holistic approach, technical insight, and attention to detail - resulting in sound products that are accurate and concise. Our staff has in-depth with the following:

- Project mapping and cartography.
- Resource Management database creation.
- Data editing/analysis and data conversion.
- Geodatabase design, development, and management.
- GIS implementation.
- Mobile data solutions.
- Advanced spatial modeling.
- Spatial/non-spatial or web-based application development.

HYDROLOGIC ANALYSIS AND STORM SEWER/SWM FACILITY DESIGN

Stormwater Management

McCormick Taylor is thoroughly experienced in stormwater management facility selection, design, construction, and maintenance. This comprehensive familiarity with stormwater management provides opportunities to design creative solutions for challenging sites.

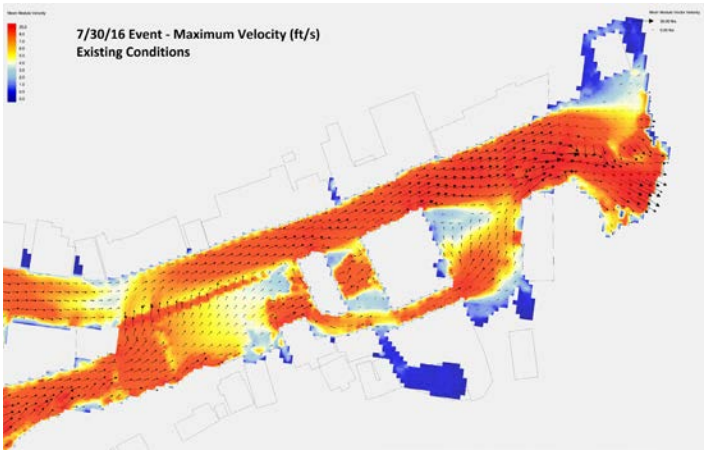
McCormick Taylor understands the basis of designing a successful stormwater management facility is identifying the failures and deficiencies of the existing facilities and using our experience to develop constructible, cost-effective modifications and retrofits. This often involves working within site constraints such as available property, trees, utility, and budget to achieve maximum benefit. Our methods employ a comprehensive approach combining existing stormwater management inspection information, structural and geotechnical evaluation, and hydrologic and hydraulic analysis to develop proposed designs and structural repair recommendations.

McCormick Taylor's design approach is based upon Virginia Stormwater Management Act, Virginia Stormwater Best Management Practices (BMPs) Clearinghouse, Virginia Erosion and Sediment Control Law, Chesapeake Bay Preservation Act, and local codes. We have used these policies and guidelines to establish a project specific design approach, including estimating Treatment Volume, Runoff Reduction and nutrient removal requirements as applicable. McCormick Taylor also has significant experience retrofitting stormwater management ponds, and updating public facilities and streets with green infrastructure practices. Our design experience includes:

- Micropool extended detention ponds.
- Wet ponds.
- Wet extended detention ponds.
- Stormwater management wetlands.
- Stormwater management filtering practices.
- Open channel filtering systems.

In addition to our structural stormwater management practices referenced above, McCormick Taylor is experienced in designing low impact development (LID) or green infrastructure practices by integrating our GIS analysis, landscape design, engineering, inspection and maintenance experience to address urban stormwater challenges. Incorporation of LID design as part of a new or retrofit situation, such as the terraced portions of Lot E on our Ellicott City, Maryland project, is an example of using our ingenuity of integrating the principals of LID design into a retrofit situation to the maximum extent practicable. Additionally, a primary tool for maximizing the cost effectiveness of meeting MS4 requirements is retrofitting existing stormwater management facilities by addressing maintenance needs and modernizing the facility to increase the stormwater asset's longevity. These retrofits often involve routing of the full storm event through the stormwater management facility and the management of the water quality volume and other flood protection events to maximize downstream benefits thorough the reduction of nutrient and sediment loadings.

Furthermore, McCormick Taylor has more than 25 years' experience in the multidisciplinary nature of dam engineering. We specialize in performing dam breach analysis using various hydraulic programs to analyze the consequences of dam overtopping and structural failures from sunny-day breaks to failures during the Probable Maximum Flood. We perform hazard classification analysis on existing dams and retrofit projects which are typically affected by existing and potential downstream development. Our projects have included engineering evaluations, site investigations, feasibility studies, alternatives analysis, and rehabilitation designs. We provide our clients with the most innovative application of available knowledge and current technology using GIS, remote sensing services, and digital terrain modeling with satellite imagery. In addition, **McCormick Taylor personnel have taught and/or lectured at national and regional technical conferences, regulatory agency sponsored workshops, university courses, and have also published technical papers in trade publications and journals.**



Floodplain Analysis and Mitigation

With increased flooding events that have occurred within urban areas over the past several years, McCormick Taylor understands how flooding affects residents and impacts resources. We have supported localities with flood studies for complex hydrologic and hydraulic improvement scenarios, such as the **historic downtown Ellicott City in Howard County, Maryland.** We recognize that our studies are instrumental in guiding officials to make decisions for flood control projects and have been technical experts reporting to the public and local officials. McCormick Taylor has supported localities with updates to the DFIRM mapping for non-tidal streams. We have revised hydraulic models, updated digital floodplain boundaries, and assisted clients with submitting an appeal to reflect corrections to the hydraulic model and update the FEMA mapping for affected waterways.

For projects that include impacts to local floodplains, we have completed floodplain analysis for stream restoration projects, structure replacements, and stormwater pond retrofit projects. Involving comprehensive models of waterway floodplain extents and water surface elevation changes that may require mapping revisions, McCormick Taylor will identify the limits of regulated floodplains early in the design process, incorporating FEMA regulations into the allowable design tolerances based on mapping zones. LOMR and CLOMR submission will be made accordingly. Determining impacts to Flood Hazard Boundaries, 100-year Flood Boundaries, and Floodways, we will investigate the causes of flooding through hydrologic and hydraulic analysis and provide recommendations for mitigating the problems.

PERMITTING/ENVIRONMENTAL

McCormick Taylor's environmental group is composed of a diverse staff including environmental planners and scientists; historians and cultural resource professionals; designers & drafters; and graphic designers. Our staff performs a variety of tasks including Environmental Impact Statements (EISs), Environmental Assessments (EAs), Environmental Site Assessments (ESAs), Categorical Exclusions, Farmlands Assessments, Section 106 and 4(f) Studies, and Determination of Eligibility documents. They are knowledgeable in the requirements of the Federal Section 404 and Section 10 permitting process, the Federal Energy Regulatory Commission, and other related certification programs. Our services also include Environmental Project Coordination; Alternative Routing Analyses; Socioeconomic and Natural Resources; Stream Restoration; Urban Planning; Noise, Air, Soil, and Water Quality; Economic Analysis; Cultural Assessments; Environmental Permit Preparation; Vegetation, Wildlife, and Endangered Species Assessments; and Wetlands Identification, Delineation, and Mitigation Design.

We can prepare documents and supplemental information required to obtain project authorizations from the United States Army Corps of Engineers (USACE) and the pertinent Virginia agencies such as VDEQ, VMRC, VDGIF, VDCR, VDOT, and VDHR. We will tailor the application documents for the anticipated level of review. We can prepare impact graphics/ permit plates, including plan, profile, and cross-section views of proposed conditions, limits of disturbance, cut and fill calculations, waterway construction details, H&H design report, and impact calculations. McCormick Taylor can attend regulatory agency field reviews and other meetings to develop regulatory concurrence. Our typical services include:

- Complete documentation and assist the client in executing the National Environmental Policy Act (NEPA) process.
- Identify hazardous waste locations and recommend remedial solutions.
- Assess socioeconomic and natural resources.
- Evaluate the project for potential impacts to threatened or endangered species, wetlands, wildlife and other sensitive environmental systems.
- Perform Waters of the United States (WOTUS) site assessments and permit identification and development of necessary documentation to include any sketches.
- Evaluate proposed project improvements and develop any mitigations required as a result of impacts to environmental resources, both natural and cultural. This includes potential historic neighborhoods.

HYDRAULIC ANALYSIS

McCormick Taylor recognizes that public works projects open the door for creatively managing stormwater runoff in order to reduce the need for costly infrastructure. We will work with the County to develop cost effective alternatives where possible. Our past experience shows that analysis such as floodplain analysis and spread calculations may be required. Our design will consider the need to maintain flow and drainage patterns during construction to assess the need for temporary diversions. This effort has implications relative to defining required ROW, coordinating maintenance of traffic, and providing erosion and sediment (E&S) controls. During preliminary design, points of investigation will be identified where stormwater runoff leaves the right of way and McCormick Taylor will evaluate those areas accordingly. All information documenting the stormwater design will be assembled into a preliminary drainage report, including hydrologic and hydraulic analyses, plans and details of stormwater management (SWM) facilities, and waiver/variance requests. The report will provide an analysis of impacts to downstream waterways, a tabulation of discharges for pre/post construction conditions, a summary of the increase in impervious areas and justification for the type of management proposed.

The drainage design of open and closed systems and culverts will include plans, ditch and special structure details, and storm drain profiles in accordance with procedures found in the Virginia Stormwater Management Handbook and other applicable standards. If needed, the SWM plan will incorporate the Part IIB technical criteria that requires the use of the runoff reduction method to satisfy the water quality requirements. This method is used to size BMPs and/or determine required contributions by the County. Depending on the final design, the use of on-site BMPs or nutrient credit purchase may be necessary for the project.

In addition, we can complete any Virginia Stormwater Management Program (VSMP) and Stormwater Pollution Prevention Plans (SWPPP) documentation needed for the project. In the preliminary design phase, concepts for an E&S control plan will be developed. Additionally, environmentally sensitive areas will be identified with related E&S control requirements. Preliminary consideration will be given to phasing the implementation of E&S controls, required



perimeter controls, sequence of construction, MOT, siting SWM facilities and establishing tentative locations of staging and detention. The final plan will address all E&S requirements regarding initial and final construction phases and provide separate plans for each phase, if necessary. Final plans will be developed recognizing the sensitive nature of environmental resources in the areas, particularly wetlands and perennial streams. Additionally, these plans will be coordinated with the MOT and other aspects of the proposed work, including utilities. Plans will include a detailed sequence of construction for each phase of work.

McCormick Taylor generally conducts the following activities related to hydraulic and hydrologic (H&H) design:

- Develop existing and proposed drainage areas and pre- and post-water runoff values to determine need for and type of stormwater quality and quantity facilities.
- Perform outfall calculations to determine the need for stormwater detention.
- Perform spread calculations to determine need, size, and location of new drop inlet structures.
- Perform closed system calculations to determine correct pipe size(s) for segments of the system.
- Integrate existing drainage structures with proposed new closed system.
- Identify and resolve any conflicts with existing utilities.
- Coordinate with site developments where there may be an opportunity for regional stormwater facilities.

UTILITIES

Utility Coordination and Relocations

McCormick Taylor has significant experience coordinating utility relocations on projects similar to those anticipated on this contract. We understand utility relocations can be a costly and time-consuming aspect of a project, during both design and construction. We will be proactive in coordinating with utility owners early and often to identify utility conflicts and minimize impacts to the greatest extent possible through the design phase. This will allow project construction to be completed in the most cost-efficient manner, which is particularly true for roadway projects where aerial utility relocations should be completed prior to the start of construction. By starting utility coordination early in the process, we can account for items that require substantial time commitments from utility companies to be resolved as early as possible and considered in the context of the project design. With sound and effective utility coordination as a key component of the project, the County will avoid delays and save money. Some of the desired results for a successful utility coordination process are as follows:

- Properly identify cost responsibility.
- Avoid historical or cultural resources.
- Get utility owners to perform relocations in a timely manner prior to construction.
- Verify utilities are relocated in accordance with their approved plans.

To further outline our understanding, the following is a list of tasks we typically employ for utility relocations on a project:

- Gather an appropriate and accurate representation of utilities in the project area.
- Conduct a Utility Field Inspection (UFI) with all utilities to discuss the project objective.
- Perform a conflict analysis to identify impacts and determine if changes to the design are needed or desired.
- Give special consideration to utilities where the addition of a retaining wall and/or lighting foundations may be necessary for the project.
- Develop our plans to minimize conflicts with improvements, such as stormwater systems.
- Identify cost responsibilities and incorporate utility franchise agreement policies as applicable.
- Establish a list of test holes to verify utility location, if necessary.
- Evaluate whether a facility can be protected, avoided, or taken out of service temporarily to avoid relocation.
- Determine if easements are required and coordinate with utility owners to obtain adequate space.
- Maintain contact with utility owners in the event interim facilities are needed by the utility prior to final design.
- Initiate interim reviews with County staff as necessary for in-plan relocations involving water and/or sanitary sewer.
- Obtain final plans, specifications, and estimates (PS&E) from utilities for review of relocation design for compliance with design plans and applicable checklists.

Another indication of how important we think this activity can be to the project, our utility relocation and design process will be led and facilitated by our Contract Manager, Sam Styers,



PE, who also serves as Co-Chairman of Miss Utility's Western Virginia Local Damage Prevention Committee. This association provides additional opportunity to connect with private utility companies to discuss or resolve issues in a non-formal setting while facilitating the practice of incorporating utility coordination into the design of projects to avoid damages and adverse impacts to service. This relationship affords our team with a network of resources and contacts that is without equal. Furthermore, Mr. Styers currently leads McCormick Taylor as a subconsultant on VDOT's only current on-call contract for statewide utility relocation design services.

Subsurface Utilities

Relative to subsurface utility engineering, Atlas Technical Consultants will conduct any necessary services to ascertain an accurate position of existing buried utilities. They can perform research to identify facilities and conduct utility designation to detect and map the location, trend, and configuration of utilities. In addition, they can locate subsurface utilities by performing test holes to pinpoint the actual position of the utility by recording the depth below grade, utility material and shape, approximate size, and general directional trend of the utility. Below is a brief list of the activities typical of each service.

Utility Designation

- Records Research: Identify and contact utilities related to the project.
- Electronically detect and follow the requested utilities.
- Designators will draft field sheets on plots of the client's base mapping to show the location, trend, and configuration of the utilities detected. Field sheets will be provided to the project surveyors.
- Process data into a MicroStation file per CADD standards to show utility linework and symbols as applicable.
- Perform a final field review that serves as a quality assurance/quality control (QA/QC) function.

Utility Locating By Air/Vacuum Test Hole

- Supply qualified personnel and provide them with the appropriate equipment and resources to perform the services.
- Coordinate with the County, VA811, property owners, and others, as needed. Comply with all laws and regulations concerning excavation. Obtain permits needed to perform the test holes.
- Determine in the field the desired location for the test hole and electronically detect the underground utility system.
- Excavate a test hole using air/vacuum excavation and record information such as depth below grade (i.e. cover); utility material, shape and overall condition; approximate diameter of pipes, cables, conduits and configuration of multiple conduit systems; general directional trend of the utility; thickness, type and condition of paving material; and general soil conditions.
- Install a permanent survey marker directly over the centerline of pipes and record the location of the permanent marker with a minimum of three swing-tie measurements.
- Backfill test hole with excavated material in 6-inch lifts by air pneumatic tamping. Repair and restore all pavement cuts to ensure a long lasting, permanent repair.
- Survey test hole locations with a total station survey instrument and data collector.
- Provide CADD test hole forms and test hole inventory report.

Water and Sewer System Analysis and Design

The McCormick Taylor team has provided comprehensive water and sewer engineering and construction related services to numerous localities throughout Virginia and beyond. With a wealth of local knowledge and engineering capability among our staff and teaming partners, we believe it will serve the County well. Our staff has designed water and sewer main upgrades, replacements and relocations; designed sewage force main relocations; and a host of other services for similar clients, while our Contract Manager brings additional past experience for field investigations, hydraulic analysis/modeling, and design services related to water and sewer systems.

Our subconsultant, Dewberry, also brings a team of water and wastewater engineers specializing in the design of water

distribution, sewer collection, water storage tanks, water and sewer pumping stations and treatment systems. Their experience includes design of new facilities, rehabilitation of existing facilities, replacement of aging systems in urban areas and expansion of services to new areas. They have completed projects involving the development of preliminary engineering reports, construction plan development, bid and construction phase services, and start-up assistance. Dewberry's engineers are skilled in hydraulic modeling of water and wastewater systems to assist with planning efforts.

We fully understand design services performed under this contract shall meet the requirements of the County, VDEQ, VDH, VDOT, and/or other agencies. Our team has extensive experience in the application of these requirements with a proven and successful history of completing design services for various state and local government clients throughout the mid-Atlantic region, including numerous on-call contracts in Virginia. Our team's staff have also worked with various funding options from agencies such as VDH, VDEQ and USDA Rural Development. The following is a sample list of clients for which our team has provided water and sewer system engineering services in Virginia:

- City of Waynesboro
- Chesterfield County
- City of Charlottesville
- Virginia Department of Transportation
- Town of Christiansburg
- Augusta County
- Hanover County
- City of Harrisonburg
- Town of Bridgewater
- City of Lynchburg
- Loudoun Water
- Prince William County Service Authority
- City of Manassas Park
- Town of Colonial Beach

On occasion a client may have a need for immediate assistance or to accelerate a project design based on particular circumstances. One example in which McCormick Taylor completed utility design work with an accelerated schedule was the East River Road Widening project. The proposed improvements involved widening of 0.75 miles of East River Road from two to four lanes with curb & gutter, landscaped median and sidewalk. The project also involved the reconstruction and reconfiguration of five intersections, construction of a new traffic signal, stormwater management pond, lighting, landscaping, and a retaining wall. McCormick Taylor provided relocation design of more than 4,000 linear feet of 6-, 8- and 12-inch water main, 60 linear feet of 24-inch steel casing, and adjustment of 10 sanitary sewer manholes. There was also significant utility coordination that included identifying test holes needed and evaluating the project design for conflicts, which resulted in the relocation of numerous poles and aerial lines (power and telecommunications) as well as several thousand feet of gas mains. This project was designed on an accelerated schedule with McCormick Taylor going from NTP to completing design in just six months, which included the project advertisement date being accelerated by five months that compelled the water/sewer relocation design work to be **completed in less than five weeks.**



TRANSPORTATION PLANNING

Through collaboration with elected officials, neighborhoods, community groups and the general public through each stage of the planning process, McCormick Taylor's transportation planners gain an understanding of the community and its goals. Together, we can produce a solution that is both responsive and easily implemented. We have pioneered an integrated land use and transportation planning approach that incorporates the longer-range growth, transportation and development needs of a region. Transportation planning studies we can provide include:

- Feasibility studies.
- Needs studies.
- Traffic impact studies.
- Alternatives analysis.
- Institutional work (campus planning and design).
- Corridor planning.
- Access management.
- Land use planning.
- Comprehensive/master planning.
- District, neighborhood and waterfront master planning.
- EIS-related land use planning.
- Urban and streetscape design.
- Campus area master planning.
- Parks, recreation, open space and greenway master planning.
- Zoning ordinance preparation.

TRANSPORTATION ENGINEERING

General Road Design Services

McCormick Taylor's qualified roadway design engineers have extensive knowledge in conceptual, preliminary, and final design of roadway, sidewalk, and trail facilities. Our experience with roadway design has included widenings, intersection improvements, turn lane additions, access management, and traffic signal upgrades, among other improvements, through project specific contracts or on-call contracts for transportation engineering for clients, who currently include localities such as the Cities of Waynesboro and Lynchburg, and Augusta, Rockingham, and Chesterfield Counties. In addition, our firm has been part of recent selections for on-call contracts with Botetourt County, Central Shenandoah Planning District Commission, and Commonwealth Regional Council regional planning agency. We can do any of the following as a part of our design:

- Evaluate ADA-compliant sidewalk, bicycle lane, or shared use path improvements.
- Design intersection geometrics to accommodate necessary vehicles and utilize AutoTurn software to accurately depict the design vehicle's wheel path to ensure proper ingress/egress of entrances and intersections.
- Consider roundabouts: we have designed several roundabouts, including **Hanover County's first roundabout!**
- Develop stormwater/BMP designs with storm sewer, culverts, and stormwater ponds to manage stormwater runoff.
- Produce designs that minimize the required ROW impacts, including ROW necessary to accommodate utility relocations, traffic signal equipment and stormwater ponds.
- Develop a design criteria sheet acceptable to the client to proceed with detailed design.
- Evaluate the need for, and feasibility of, buffer strips for signage and lateral obstructions.
- Ensure the designs are constructible.
- Evaluate landscaping needs and ensure proper clearances to hardscape elements are met and adequate sight distances beyond proposed vegetation are maintained.
- Coordinate new drainage structures with the locations of new CG-12 ramps and entrances to ensure there is no ponding of water.
- Identify opportunities to relocate entrances to improve the safety and efficiency of traffic access management.

Bicycle & Pedestrian Facilities

Several of our team's key staff have worked on the planning of these accommodations and providing design of sidewalks, bicycle lanes, shared use paths, greenways/trails, etc. meeting VDOT standards, particularly for projects utilizing Federal funding. We can evaluate design options such as road diets, complete streets, one-way conversions, and other possible schemes. With each project being unique we can employ multi-faceted techniques as needed to result in an aesthetically pleasing, usable, and sustainable facility. McCormick Taylor has experience with bike/pedestrian studies, having prepared Bicycle Level of Service (BLOS)/Bicycle Compatibility Index (BCI) calculations and comparison of on-road bicycle lanes vs. a parallel shared use path on the busy Reservoir Street corridor in the City of Harrisonburg.

To exhibit our capabilities, our Contract Manager has managed several recent projects involving bicycle and pedestrian accommodations, including such projects as the South River Greenway Trail Phases 2A, 2B and 3, Cedar Lee Middle School Safe Routes to School, Dry River Road Corridor Improvements, North Main Street Corridor Improvements, and Scholastic Way Enhancement, just to name a few. Our firm also was recently selected by the Town of Woodstock to design the first seven projects from their adopted Bicycle & Pedestrian Master Plan and we have submitted 30% design plans for the Town's consideration.



In addition to evaluating dedicated bike lanes, shared use, or separated facilities, we can consider ADA accessibility, signal equipment, and other safety features. For instance, the design of shared lane markings will be performed according to VDOT standards and ADA requirements, along with AASHTO, NACTO, and other guidelines as applicable. The McCormick Taylor team is experienced in designing exclusive and shared lane bicycle markings and the associated route signage. Our Hillsdale Drive extension project, recently completed in Charlottesville, VA, provided shared lane markings throughout the project and adjacent to parking. Extensive coordination was required with the locality and VDOT to assure safety in the design as well as the needs of the community.

Road Corridor Studies

We can conduct corridor studies or feasibility analysis as an initial step of evaluating potential roadway improvement or economic development projects. McCormick Taylor will gather background information to create baseline conditions. This information can include:

- Traffic demand and existing traffic analysis data.
- Environmental/historic concerns.
- VDOT and County concerns/input.
- Long-range transportation plan compatibility.
- Related/adjacent roadway projects.

We will identify the photogrammetry mapping and GIS layers that may exist and determine what additional data is necessary to augment existing information such as as-built plans, five-year CIP listings, master plans, and utility plans. McCormick Taylor can perform a field visit of the site to observe existing conditions, inventory project site features, and identify issues or problems of concern. In addition, an integral component of any highway feasibility or corridor improvement study is the traffic capacity/operational analysis, including simulation of the proposed improvements.

For conceptual design, we can lay out options with property lines shown based on County GIS data. The emphasis will be on preparing color figures that easily and clearly demonstrate the conceptual impacts of the proposed improvements. Alternate layouts will be developed that will meet the needs of the motorists, pedestrians, and future growth plans.

Applicable quantities for preliminary ROW, utilities, and construction can be developed. McCormick Taylor will also evaluate and screen each alternative to determine potential natural, social, and cultural resource impacts. As an example of our success, we performed 14 tasks over the past few years under our on-call Express Feasibility Studies contract for the North Carolina Department of Transportation (NCDOT) with excellent reviews from the NCDOT.

Traffic Engineering

McCormick Taylor has extensive experience in a wide variety of traffic engineering services and transportation analyses. Transportation analysis is often required to respond to particular requests or needs such as work zone activity, urgently needed safety improvements, or to test new intersection configurations. Our subconsultant, Peggy Malone, will conduct traffic counts in accordance with VDOT requirements to form the basis of existing traffic volume and movement. Our team has working knowledge in many types of transportation analyses, such as:

Intersection/Corridor Capacity Analysis

McCormick Taylor has a breadth of experience using software such as HCS, Synchro, and VISSIM to model individual intersections or networks of interconnected intersections. We have developed rigorous internal QA/QC standards to ensure that all analysis is done according to the latest procedures of VDOT and the Highway Capacity Manual. Most importantly, we understand that capacity analysis is not a "black box". Each simulation of existing conditions is reviewed by someone familiar with the actual workings of the study area to ensure that we are adequately modeling existing conditions, thereby increasing the likelihood that our analysis of future conditions is a good prediction of what will actually occur in the future.

Access Management Studies

Through our experience gained in projects involving older, built-up commercial and residential areas, we have gained a deep understanding of the close linkage between street design, access management, safety, and quality of life. For example, we recently developed plans for access management improvements for the Town of Bridgewater that entails closing off several commercial entrances on North Main Street, new ADA-compliant curb cuts, and creation of a new midblock pedestrian crossing.

We understand that any of our studies could ultimately impact VDOT roads and therefore, involve review by their staff. Our personnel have a thorough understanding of VDOT policies and procedures and have prepared needed documentation for VDOT directly. In addition, we have performed traffic studies and project coordination activities with the Northwest Region and Staunton District of VDOT through a recent on-call contract and in the course of several of our design projects.

Traffic Impact Analysis (TIA) Review

McCormick Taylor has performed numerous reviews of TIAs for various clients similar to the County. Our method in review of TIAs will provide an enhanced process with useable recommendations to allow the County to make the best decisions regarding its citizens and business entities. Since McCormick Taylor does not provide services to private clients, we are able to perform thorough independent reviews without conflicts of interest. Unique to reviewing traffic studies is not only our extensive knowledge in preparing TIAs but the depth of understanding the results, various measures of effectiveness and their impact, as well as the nuances of the various analysis programs. Our review process takes much the same shape as if we were performing the analysis in-house with the additional eye of examining the calculations and methodology. Part of our goal with these reviews would be to complement and not overlap any VDOT review. Our traffic engineering staff are very familiar with the requirements and fully understand the needs of a County government in the review and documentation of TIAs and their results.

Alternative Intersections

McCormick Taylor has utilized VDOT's VJUST tool to help determine where alternative intersection treatments may be beneficial to the operations and safety of an intersection. These include roundabouts, Superstreets ***(McCormick Taylor designed Virginia's first Superstreet in Chesterfield County),*** Median U-Turns (MUT), Restricted Crossing U-Turns (RCUT), mini-roundabouts ***(McCormick Taylor has analyzed two separate locations in the City of Waynesboro for transition from signalized intersections to mini-roundabouts).***

Roundabouts

McCormick Taylor has analyzed and/or designed dozens of roundabouts throughout the Mid-Atlantic, including the analysis of nine roundabouts and the design of four in Virginia. We are extremely familiar with the use of SIDRA roundabout analysis and our recent projects that have completed construction are experiencing improved traffic conditions.



Travel Demand Modeling and Traffic Simulation

Recent federal and state legislation has broadened the use of travel demand modeling in performing land use planning, evaluating transportation policy initiatives, and studying transportation security issues. The traffic professionals at McCormick Taylor have a vast understanding of travel demand modeling. We can perform modeling for project-specific, "master plan" level or regional studies such as long-range plans, air quality assessments, and comprehensive plans. A properly formulated model may be used to forecast future travel on the network based on land development, population and employment trends, or other parameters. Future transportation and safety problems may be defined, and potential improvements may be identified as a result of such modeling. The effects of improvements in the transportation system, such as new roadway alignments or roadway modifications, may be tested for various measures of effectiveness.

McCormick Taylor has successfully applied both traditional, four-step models and more sophisticated activity-based approaches in modeling transportation systems. McCormick Taylor staff is fluent with the industry-leading traffic modeling software packages, including TRANPLAN, TP-Plus, Voyager, and TransCAD. Further advanced capabilities include experience with the PTV VISUM demand model software, Air Quality Modeling and Noise Analysis (McCormick Taylor currently holds a VDOT Statewide Air & Noise On-Call contract). If an existing traffic model already exists, McCormick Taylor can utilize the calibrated model as a base. If a new model needs to be created, McCormick Taylor is ready to produce a new model.

Median Crossovers

Median crossovers are an interesting aspect of the transportation system. Many Virginia highways are four-lane divided roadways with medians that vary in width. Understanding the MUTCD and how to treat a median crossover by its opening is very important. Questions we look into are: Is it wide enough to store a vehicle to cross over two lanes at a time?; Is it able to store multiple vehicles?; Is it so wide that it needs separate traffic control devices and appropriate signage? McCormick Taylor fully understands the uniqueness of the median crossings and has developed appropriate control devices, analyzed the operations, and performed safety analyses on several projects of varying conditions.

Signalization

As described in the intersection analysis section above, we are very familiar on the technical methodology of determining the operations at an intersection. This can be either in analyzing a failing unsignalized intersection to determine if a signal will improve operations, or to examine an existing signal to perhaps alter the timing to improve operations in that way. Also part of "signal" analysis is signal warrant analysis that is used to aid in determining if a signal should be installed at a particular location. An example is the intersection of Tower Road and Roanoke Street (US 11/460) in Christiansburg, VA. The intersection experienced high crashes and was difficult to navigate at peak traffic periods. A warrant analysis was performed, and a signal was warranted. However, this site is adjacent to an I-81 exit ramp and VDOT was concerned that the signal would back traffic on the ramp. A supplemental queue detection zone on the ramp was recommended to activate the signal in order to flush traffic and prevent long queues.

Safety Studies

McCormick Taylor understands the critical importance of improving safety. We are experienced in all stages of a traffic study, from reviewing police accident reports to developing immediate-, short-, and long-term recommendations to improve safety.

Site Entrance Evaluation

For any proposed site entrance, we can look at the following:

- Are the site entrances adequately spaced from each other and from adjacent intersections? For this, the primary criteria will be VDOT's Access Management Standards. However, we fully understand that VDOT's criteria are highly conservative, and that it oftentimes may be necessary to accept driveway locations that fall short of VDOT's guidelines but still provide reasonable access to a property located near an existing intersection.
- What is the sight distance to the left and to the right? For each driveway we can field-measure the existing sight distance, taking into account such issues as horizontal curvature, vertical curvature, and obstacles to sight distance (vegetation, fences, etc.).
- What improvements should be considered to improve site entrance safety? Several of our most recent TIAs included recommendations such as relocating entrances to increase separation from existing intersections, and regrading or trimming back vegetation to achieve acceptable sight distance.

Left and right turn lanes will be evaluated in accordance with VDOT standards. The capacity analysis will also be examined to determine if additional turn lanes could provide improvement in capacity.

Bridge Design

Whether a new design or rehabilitation of an existing structure, McCormick Taylor has completed feasibility studies, preliminary engineering, final design, inspection and construction consultation services for a variety of highway and railroad bridges for federal, state, and municipal clients, as well as for regional transit and railroad agencies. We also have staff that are well versed in the evaluation and rehabilitation of historic truss bridges. Designing durable, cost-effective and practical bridge structures is what we do best. We design functional bridges that not only solve today's challenges, but are geared to efficiently handle future challenges, too. Although large-span highway bridges are our niche, we design all types of bridges, including smaller-span bridge replacements and pedestrian bridges. We also understand that addressing maintenance items early in the deterioration process is the most efficient use of maintenance money and in many cases, repairs can be made proactively and prevent the need for more costly repairs in the future.



GEOTECHNICAL

Our subconsultant, AGES, can provide the full gamut of geotechnical services necessary for the projects anticipated on the contract. The typical activities include:

- Perform a series of soil borings and/or test pits within proposed project area to evaluate soil and geologic conditions. Rock cores can be performed as required.
- The exploration will focus on critical locations such as proposed cut slopes, bridge foundations, utility pole foundations, areas of expanded pavement limits, and applicable utility crossings.
- Perform in-situ testing of infiltration, as necessary, for proposed stormwater management facilities.
- Core drill, measure, and sample existing pavement sections if needed.
- Perform other tests such as Standard Proctor, CBR, soil indices, direct shear, compressive strength, consolidation, corrosivity, and resistivity, as necessary.
- Prepare geotechnical engineering reports summarizing results of the findings and providing recommendations for design and construction of the proposed project.

PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT

A hallmark of McCormick Taylor's approach to project development and delivery is our commitment to public participation. Our firm's long list of successful accomplishments includes working with communities of all demographics and sizes in the development of engineering, multimodal transportation planning, and context-sensitive design projects. We employ a collaborative and problem-solving approach that encourages active public participation, with an emphasis on ongoing engagement and accessibility to information. Our communication professionals design public involvement plans and communication tools appropriate for each project, and balance any budgetary constraints of a project with the communications needs of the community. This includes utilizing a full range of methods for effective interaction with the project stakeholders who may be directly affected – from regulatory officials to local citizens.

McCormick Taylor's team of professionals have extensive experience in a broad range of public involvement-related disciplines, including: community outreach and engagement; education and training; graphic design and visualization; project branding and marketing strategies; meeting, charrette and workshop facilitation; media/press relations; public relations; community relations; strategic communications; digital web design, eNewsletter, and social media strategies; and video production. We work with our clients to develop clear messaging and strategies to communicate project needs and intended outcomes. Change can be difficult for some communities, but with ongoing dialogue and exchange of information, trust is built. The goal is to arrive at a consensus on known issues, needs, and opportunities in a way that directly affects the outcomes of a project. We have prepared public outreach and involvement programs for high profile planning initiatives, major transportation improvement projects, and are known within the industry for delivering creative, dynamic, and results-driven programs for our clients. Our capabilities include:

- Public outreach / involvement.
- Public and government relations.
- Agency coordination.
- Consensus-building.
- Education and engagement.
- Facilitation and process management.
- Management consulting.
- Geographic information systems.
- Media and public relations.
- Construction communications.
- Training.
- Social media.
- Video production.
- Visualization/3D animations and renderings.
- Policy development.
- Project branding.
- Website design and development.
- Collateral and publication design.
- Visioning and community consensus building.
- Newsletter, graphic design, and website development.

With the advent of **COVID-19** and social distancing restrictions, **Virtual Public Involvement (VPI)** can provide clients the flexibility to supplement or replace traditional in-person gatherings. McCormick Taylor has advocated the use of virtual tools in lieu of in-person meetings and we can support the development of outreach tactics and strategies to reach additional members of the public. In addition, we have developed specific outreach tools to address potential language barriers, transportation issues and lack of internet



access. We have provided public involvement services for all of our locality projects in Virginia and our staff has led multifaceted public involvement programs for a variety of projects, including complete overhauls to VDOT's Office of Public-Private Partnerships (P3) website and the Allegheny County Sanitary Authority (ALCOSAN) website.

Finally, engaging youth and seniors is also important. School-aged children use space differently than adults and have a unique and mostly unprejudiced view of the world, often freely share their opinion about everyday matters. Engaging children is also a great way to engage their adult parents. Public meetings and workshops can include children in the community engagement process in a fun and interactive way such as a scavenger hunt allowing children to share ideas and think about how they currently interact and would like to interact with public space. Seniors often represent a community's most vocal constituency. They also may have different needs for public space. Participation in the process can face challenges due to mobility issues or through a lack of skills or resources to engage in online activities. McCormick Taylor has developed programs for youth and seniors and can develop strategies for including these groups through coordinated outreach to schools, student groups, and organizations that support older residents.

RIGHT-OF-WAY ACQUISITION

McCormick Taylor, in conjunction with our subconsultant Diversified Property Services, has the experience and resources to provide the full array of ROW services that may be needed for a federally funded project. Our experience working on public projects involving roadway or bicycle/pedestrian improvements, environmental studies/permitting, utility impacts/coordination and other factors, along with established relationships with the multitude of regulatory agency staff, is beneficial to timely, cost-effective project implementation. We also feel our extensive history working together will greatly benefit the County. Our team can:

- Prepare property valuation, appraisal reviews, negotiations, and recordation, and make recommendations for condemnation.
- Prepare cost estimates for ROW/easement acquisition.
- Perform title research and prepare title reports.
- Negotiate settlements.
- Prepare all closing documentation.

LAND USE PLANNING

McCormick Taylor understands the inextricable link between land use and public infrastructure such as transportation or water and sewer facilities. For instance, land use drives demand for roads, sidewalks, and bike infrastructure but at the same time, transportation infrastructure decisions channel the location of growth and determine the quality of the public sphere. In collaboration with our subconsultants, Dewberry and The Berkley Group, and working with the whole community, our team can help the County create land use policies, comprehensive plans and best management practices that are grounded in place, responsive to market trends and forces, based on fiscal reality, and focused on implementation. As collaborators with our clients, we will create processes that allow the community to take ownership of the process and the final product. We listen, facilitate conversations with the community, and then work closely with the County staff, Planning Commission, and Board of Supervisors to fold everything into a vision with goals, policies, and specific recommendations based on people, place, and performance.

Our approach to this type of County-wide planning incorporates innovative engineering concepts and appropriate data and studies. We are advocates for development that builds on the unique local character of each individual community and promotes multi-faceted opportunities. Our team is committed to working with County staff, stakeholders, and appointed and elected bodies to produce practical, transparent, and fiscally responsible deliverables and plans that result in safe, healthy, and sustainable communities.

We overwhelmingly serve public sector clients who, in addition to our design services, oftentimes seek our expertise to review subdivision or land development applications. Those projects have afforded us an in-depth look at the challenges faced by local communities and a better understanding of growth and development trends while helping to manage traffic and other engineering considerations that accompany the development. In essence, McCormick Taylor serves as an extension of our client's staff. We communicate with applicants of development projects

directly and provide them with feedback and request design changes that are in the best interest of our client. We believe in helping communities become thriving, resilient places that people are proud to call home, including some of our team's current staff.

CONTRACT DOCUMENT PREPARATION/BID ASSISTANCE

The McCormick Taylor team can perform the following services to assist the County during the bid phase of a project:

- Prepare specifications necessary for the project.
- Ensure accuracy and consistency between plans and specifications and coordinate with bid items.
- Prepare any necessary special provisions, supplemental specifications, etc. for inclusion in the bid documents.
- Prepare, or assist the County with bid documents for distribution to requested locations for review by potential bidders.
- Answer inquiries from bidders and prepare construction plan and document addenda as necessary.
- Attend pre-bid conferences and bid openings.
- Review subcontractors and substitute materials proposed by bidders.
- Evaluate and verify the accuracy of the bids received.
- Prepare a bid analysis with award recommendation.

CONSTRUCTION PHASE SUPPORT

The McCormick Taylor team can perform services for the Construction Phase of a project, such as the following tasks:

- Issue County's Instructions to Contractor.
- Perform Daily, Substantial and Final Inspections.
- Make Periodic Visits.
- Review and Approve Contractor Submittals.
- Prepare Change Orders.
- Conduct Progress Meetings.
- Review Contractor's Applications for Payment.
- Prepare "Record" Drawings.
- Review Claims Filed by the Contractor.
- Prepare Project Documentation to Meet Requirements.

ADDITIONAL SUPPORT SERVICES

In addition to the services above, the following are other services our team can provide to the County:

- MS4/TMDL Compliance.
- Stream Restoration and Mitigation.
- Green Infrastructure.
- Dam Inspections.
- Landscape Architecture.
- Air/Noise Analysis.
- Cultural Historic Resources/Archaeological.
- Bridge Inspection.
- Architecture.
- Railroad Coordination.
- Lighting.
- Transit Development.
- Mechanical/Electrical/Plumbing.
- Alternative Delivery.
- Visualization/Renderings.
- Funding Application support.

PROJECT TEAM LEGEND

- ■ American Geotechnical & Environmental Services, Inc.
- ◆ Atlas Technical Consultants
- + Berkley Group
- ✓ Dewberry
- ● Diversified Property Services, Inc.
- ✶ Peggy Malone & Associates
- ▲ Precision Measurements, Inc.

* - resumes included

Italics denotes non-VA licensed PE

ORGANIZATION CHART

COUNTY OF FAUQUIER
PLANNING, ARCHITECTURAL & ENGINEERING
OPEN END SERVICES FOR FEDERAL FUNDED PROJECTS

CONTRACT MANAGER



Sam Styers, PE*

PRINCIPAL IN CHARGE



Brian St. John, PE, PTOE*

4.3 CIVIL ENGINEERING

Water/Sewer
Sam Styers, PE*
✓ Dan Villhauer, PE*
✓ Paul Longo, PE*
✓ Heather Campbell, PE*

Land Use Planning
+ Darren Coffey, AICP*
+ Kelly Davis, AICP*
+ Rebecca Cobb, CZA*

Civil/Site
✓ Gary Gardner, PE, LEED AP*

Traffic
Bryan Hanover, PE, PTOE*
Matthew Sosnowski, PE, PTOE
David Ferree, PE, PTOE
✓ Shelley Wynne, PE, PTOE*
✓ Kumar Kapania, EIT

Drainage/SWM
Edward Semborski, PE*
Craig Smith, PE
Robert Hopkins, EIT
✓ Kwaku Asiedu, PE
✓ Kelsey Brandt, PE

Survey
▲ Roberto Torres, LS*
▲ Mark McGoniagle, LS

Traffic Counts
✶ Rick Whitman

Right-of-Way
● Gina Anthony, SR/WA*
● Michelle Murray

4.11 TRAFFIC/TRANSPORTATION PLANNING AND ENGINEERING

Traffic
Bryan Hanover, PE, PTOE*
Matthew Sosnowski, PE, PTOE
David Ferree, PE, PTOE
✓ Shelley Wynne, PE, PTOE*
✓ Kumar Kapania, EIT

Roadway/Sidewalk/Greenway
David Galeone, PE*
Cole Turner, EIT
✓ Andrew Curtis, PE*
✓ Emily Kuntz, PE

Public Outreach
Lugene Keys
Bart Gibson

Construction Admin/Mgmt
✓ Leonardo Vidal, EIT*
✓ Ned Mahdi, PE, CCM*

Drainage/SWM
Edward Semborski, PE*
Craig Smith, PE
Robert Hopkins, EIT
✓ Kwaku Asiedu, PE
✓ Kelsey Brandt, PE

Survey
▲ Roberto Torres, LS*
▲ Mark McGoniagle, LS

Traffic Counts
✶ Rick Whitman

Right-of-Way
● Gina Anthony, SR/WA*
● Michelle Murray

Utilties
Sam Styers, PE*
Marc Yager

SUPPORT TASKS FOR EACH DISCIPLINE

GEOTECHNICAL	GIS	UTILITY DESIGNATION	MS4/TMDL	PERMITTING/WETLANDS/NEPA
■ Adam Marolf, PE ■ Vishal Patel, PE	Katherine Weber Joseph Knieriem	◆ Mike Goodman, MPM, CIPM, CPRM ◆ David Jones, PLS	Craig Carson, CPM	Brian Roberts, PWS, CPESC



Greenview Drive Widening
Lynchburg, VA

F

RESUMES (6.2.6)



SAM STYERS, PE

McCORMICK TAYLOR
CONTRACT MANAGER / AUTHORIZED REPRESENTATIVE

ABOUT

EDUCATION

B.S., Civil Engineering, West Virginia University, 1996

PROFESSIONAL REGISTRATIONS

- Professional Engineer: Virginia #0402036571

PROFESSIONAL ASSOCIATIONS

- American Society of Civil Engineers (ASCE), Member
- American Waters Works Association (AWWA), Member
- Water Environment Federation (WEF), Member
- ACEC-MW Transportation Committee
- Miss Utility of Virginia, Western Virginia Damage Prevention Committee, Co-Chair

SUMMARY OF EXPERIENCE

Mr. Styers has 25 years of experience in civil, utility, and environmental engineering. He has managed and been actively involved in numerous public projects involving intersection improvements, roadway widenings, bike/pedestrian accommodations, and turn lane additions. Mr. Styers has also managed and been involved with water and sewer designs, utility relocations/adjustments, utility coordination, capacity studies, hydraulic modeling, facility upgrades, infiltration and inflow studies, and sanitary sewer evaluation surveys, preparation of specifications and bid documents, bid assistance, and construction administration.

EXPERIENCE

Cedar Lee Middle School Safe Routes to School, Fauquier County, VA: Mr. Styers was the Project Manager during the bid and construction phase of this federally funded Safe Routes to School (SRTS) project. Improvements included new sidewalk, curb and gutter, ADA curb cuts with associated crosswalks, shared-use path with secure bicycle parking, signing and pavement markings, and a pedestrian boardwalk. The total estimated project length was approximately 1,750 feet of shared-use path and 800 feet of sidewalk. The improvements will take place along School House Road, along Remington Road, and adjacent to Norfolk Southern Railroad tracks under State Route 17 (March Road). Mr. Styers helped prepare technical specifications, compile the bid documents, administer the bid process, and perform construction administration services.

On-Call Traffic Engineering and Support Services, Waynesboro, VA: Mr. Styers has managed and/or provided senior engineering services on several tasks of varying need for the City under our last three on-call selections, such as:

- North Delphine Pavement Rebuild Assessment – Managed an engineering evaluation and condition assessment of a 0.5-mile segment of the existing pavement section in order to provide recommendations for pavement improvements.
- Funding Application Assistance – Assisted the City with review and/or preparation of multiple applications through VDOT's Revenue Sharing and Smart Scale programs.
- Emergency Assistance – Assisted the City with urgency to identify solutions to remedy an open sinkhole located adjacent to a busy roadway for safety and other purposes.

VDOT On-Call Statewide Utility Relocation Design: As a subconsultant to Michael Baker, Mr. Styers leads McCormick Taylor's efforts on multiple projects involving utility relocation design and preparation of construction plans for utility adjustments that is incorporated as part of VDOT's roadway design plans. The services include identifying utility conflicts or concerns, investigating design alternatives to reduce utility impacts, designing the necessary water and sewer main relocations or adjustments, and compiling cost estimates for such improvements. Construction phase support is also intended as part of the contract. To date, we have worked on seven tasks, **including the water and sewer relocation design on the Broadview Avenue Access Management Improvements Project in the Town of Warrenton.**



SAM STYERS, PE

McCORMICK TAYLOR
CONTRACT MANAGER / AUTHORIZED REPRESENTATIVE

EXPERIENCE (CONTINUED)

Dry River Road Corridor Improvements, Town of Bridgewater, VA: Project Manager that oversaw the preparation of construction plans and bid documents for the reconstruction of about 0.45 miles of Dry River Road , a two-lane urban major collector. The project included curb and gutter and bike lanes on both sides of the road and a five-foot sidewalk on the west side of the road. In addition, portions of the existing roadway were reconstructed to repair substandard pavement sections. Associated activities included traffic engineering, drainage, public involvement, and right-of-way assistance for 36 parcels. In addition, Mr. Styers was responsible for utility coordination with multiple private utilities, as well as relocation design for 1,150 linear feet of 12-inch water main and various adjustments to water and sewer appurtenances.

South River Greenway Trail Phases 2A/2B/3, City of Waynesboro, VA: Project Manager. McCormick Taylor was responsible for preliminary and final design plans for Phase 2A of the South River Greenway Trail. The project involved the construction of approximately 1,700' of trail paralleling the South River, just outside Waynesboro's historic downtown. The South River Greenway Trail Phase 2B improvements generally start where Greenway Trail Phase 2A was completed. Phase 2B will run approximately 0.7 miles northeast into North Park and terminate at the park's boundary along Bridge Avenue. The project improvements include an asphalt shared-use path (8' or 10' width varies upon location), ADA compliant bike/pedestrian accommodations, drainage pipe, trail signage, traffic engineering, environmental permitting, pavement marking, benches, and other appurtenances. Other work includes right-of-way acquisition services, utility coordination, bid assistance, and construction administration. The South River Greenway Trail Phase 3 is the latest development by the City to extend the existing greenway system and eventually connect all of its major parks. This project is intended to design and construct a series of sidewalks, pedestrian crossings, and/or bike lanes to span the area between Ridgeview Park and the existing greenway trail off the east end of 14th Street, totaling approximately 1.1 miles in length.

Reservoir Street Widening, Rockingham County, VA: Project Manager for the final construction plans and Senior Utilities Engineer for this project that involved widening 2,100 linear feet of Reservoir Street from two to four lanes with a raised median. This project consisted of all aspects of roadway design, including geometric roadway design, utility coordination and relocation design, right-of-way, easement design and acquisition, coordination with the traffic and drainage design staff, and development of public involvement materials. Mr. Styers participated in utility conflict analysis and numerous utility coordination meetings, coordinated with adjacent private developments that had direct impact to the project, prepared bid documents, and oversaw the bid process. Mr. Styers also managed the construction administration services.



BRIAN ST. JOHN, PE, PTOE

McCORMICK TAYLOR, INC.
PRINCIPAL IN CHARGE / AUTHORIZED REPRESENTATIVE

ABOUT

EDUCATION

M.S., Civil Engineering, Pennsylvania State University, 1997

B.S., Civil Engineering, Pennsylvania State University, 1996

PROFESSIONAL REGISTRATIONS

- Professional Engineer: Virginia #0402045658
- Professional Traffic Operations Engineer #1163

SUMMARY OF EXPERIENCE

Currently one of the firm's Directors, Mr. St. John joined McCormick Taylor with a Master of Engineering in Civil Engineering with a concentration in Transportation. Since joining McCormick Taylor in 1999, Mr. St. John has worked on the high-profile South Central Centre County Transportation study, where he was responsible for oversight of all traffic related studies for the NEPA planning study, as well as numerous other preliminary engineering and final design related projects for PennDOT. He currently serves as Regional Manager and oversees the engineering efforts for the Verona, Glen Allen, Harrisburg, Pittsburgh, and State College offices of McCormick Taylor, a staff of over 75. Throughout his career, he has managed several large and small-scale traffic and engineering related projects.

EXPERIENCE

South River Greenway Trail Phase 2B Improvements, Waynesboro, VA: Mr. St. John is serving as the Principal-In-Charge on the South River Greenway Trail Phase 2B improvements generally start where Greenway Trail Phase 2A (another McCormick Taylor project) was completed near Abbe Place. Phase 2B will run approximately 0.7 miles northeast into North Park and terminate at the park's boundary along Bridge Avenue. The project utilizes Transportation Enhancement and local City matching funds. The project improvements include an asphalt shared-use path (8' or 10' width varies upon location), ADA compliant bike/pedestrian accommodations, drainage pipe, trail signage, traffic engineering, environmental permitting, pavement marking, benches, and other appurtenances. Other work includes right-of-way acquisition services, utility coordination, bid assistance, and construction administration.

Cambria Street & North Franklin Street Improvements, Christiansburg, VA: Principal In Charge. The project consisted of the preliminary and final design, preparation of construction plans and bid documents for intersection improvements at the intersection of Cambria Street with North Franklin Street. Other improvements included ramp modifications to Route 460 adjacent to the intersection and access management and pedestrian improvements along the North Franklin Corridor from Cambria Street to Independence Boulevard Northwest. Proposed improvements to the corridor included the addition of turn lanes, raised median, curb and gutter, sidewalk, bike lanes, construction of ADA-compliant crosswalks, curb cuts, and pedestrian accommodations, signal additions and modifications, and railroad crossing modifications.

Transportation Engineering On-Call, Waynesboro, VA: Principal-In-Charge on this on-call contract to perform various planning traffic analysis studies for the City. Projects and services include leading pilot traffic calming studies for two City neighborhoods, collection traffic data, presenting to the City's Transportation Safety Committee, holding neighborhood public meetings, and developing a draft traffic calming plan. Also managed the review of a traffic impact analysis (TIA) for a new mixed-use development and prepared a one-day Synchro training course and a two-hour "traffic 101" training course for City Personnel.

VDOT Northwestern Regional Operations (NWRO) Traffic Engineering On-Call, Staunton & Culpeper Districts, VA: McCormick Taylor provided VDOT with a wide range of traffic engineering and related services through an on-call term contract. Mr. St. John helped coordinate and review various signal plan designs, ranging from major arterials to complicated urban intersections and TMP design.



DAVID GALEONE, PE

McCORMICK TAYLOR, INC.
LEAD ROADWAY ENGINEER / AUTHORIZED REPRESENTATIVE

ABOUT

EDUCATION

B.S., Civil Engineering, Pennsylvania State University, 1994

PROFESSIONAL REGISTRATIONS

- Professional Engineer: Virginia #0402056807

SUMMARY OF EXPERIENCE

Mr. Galeone is a Project Manager with over 27 years of highway design experience. Mr. Galeone's varied and extensive experience includes preliminary and final design of all project types, ranging from county bridge replacement projects to limited access facilities on new alignments. Mr. Galeone's experience also includes design and construction schedules, geometrics, MicroStation, inroads, maintenance and protection of traffic, utilities, roundabout designs, ROW plans, cost estimates, and specifications. Mr. Galeone is also responsible for developing technical and price proposals, office design reviews, and processing invoices.

EXPERIENCE

South River Greenway Trail Phase 2B Improvements, Waynesboro, VA: Mr. Galeone serves as Senior Engineer helping with design of proposed improvements for the project that includes an asphalt shared-use path (varying between 8 and 12 feet in width), ADA compliant bike/pedestrian accommodations, drainage pipe, trail signage, traffic engineering, environmental permitting, pavement marking, benches, and other appurtenances. Generally starting where Phase 2A was completed near Abbe Place, Phase 2B will run approximately 0.7 miles northeast into North Park and terminate at the park's entrance on Bridge Avenue. The project will utilize Transportation Enhancement and local City of Waynesboro matching funds. Other work includes right-of-way acquisition services, utility coordination, bid assistance, and construction administration.

Falling Branch Road Improvements, Christiansburg, VA: The project consisted of developing the construction plans to add a fourth leg and signalization to the existing T-intersection located adjacent to multiple commercial shopping centers and a major intersection with US Route 460. This project involved a major design and earthwork analysis to ensure the roadway grades were within acceptable criteria for the northern commercial entrance while widening US Route 11/US Route 460 Business to add turn lanes and increase queue lengths. Other project components included hydraulic design, traffic signal upgrades, signing and pavement marking, public involvement, right-of-way acquisition assistance, and, water and sewer relocation designs. Mr. Galeone was the Project Manager responsible for managing the development of the final plans.

Dry River Road Corridor Improvements, Bridgewater, VA: Lead Roadway Engineer for this VDOT locally administered project that oversaw the preparation of construction plans and bid documents for the reconstruction of Dry River Road from Old River Road/ Homestead Drive to Cannery Woods Drive. The project included curb and gutter and bike lanes on both sides of the road and a five-foot sidewalk on the west side of the road. In addition, portions of the existing roadway was reconstructed to repair substandard sections. Associated activities include traffic engineering, drainage, public involvement, and right-of-way assistance for 36 parcels.

Route 10 Superstreet, Chesterfield County, VA: This project entailed the final design for the Route 10 superstreet project for a two-mile portion of Route 10 between I-95 and I-295. This is a VDOT locally administered project where an innovative use of a superstreet corridor is used. A Superstreet corridor is a section of roadway that uses an unconventional signalized intersection treatment in which all traffic on the minor streets are channelized to make a right turn and then subsequent downstream U-turn, as well as five unsignalized Superstreet intersections. This $64 million project involved widening and overlay of a highly congested four-lane urban principal arterial to eight-lanes roadway with turn lanes. Mr. Galeone was the Co-Project Manager and Lead Roadway Engineer responsible for Final submission.



BRYAN HANOVER, PE, PTOE

McCORMICK TAYLOR, INC.
LEAD TRAFFIC ENGINEER / AUTHORIZED REPRESENTATIVE

ABOUT

EDUCATION

M.Eng., Civil Engineering, The Pennsylvania State University, 1996

B.S., Civil Engineering, The Pennsylvania State University, 1995

PROFESSIONAL REGISTRATIONS

- Professional Engineer: Virginia, #0402053916
- Professional Traffic Operations Engineer, #971

SUMMARY OF EXPERIENCE

Mr. Hanover is a member of McCormick Taylor's transportation department with traffic engineering expertise including intersection/interchange, roundabout, corridor, and network operational analysis, accident, queuing, delay, speed, and travel time studies, and manual and automated classification, turning movement, and occupancy data collection. Additionally, Mr. Hanover has extensive experience in traffic engineering design, including signal and interconnect, signing, pavement marking, and maintenance of traffic plan preparation.

EXPERIENCE

South River Greenway Trail Phase 3 Improvements, Waynesboro, VA: Mr. Hanover serves as Senior Traffic Engineer for development of final design plans for the project, which is the next project by the City of Waynesboro to improve the bike/pedestrian connectivity with its' major parks. This project is intended to construct ADA pedestrian crossings, bike sharrows, and sidewalk improvements along an estimated 3,400-foot stretch of 14th Street from South Magnolia Avenue to South Wayne Avenue. Mr. Hanover's responsibilities include operational analysis of the traffic operations, design of the signing and pavement markings, roadway design oversight and review of ADA compliance.

Route 10 Superstreet, Chesterfield County, VA: Mr. Hanover has been serving as a traffic engineer on this project beginning with the conceptual planning, through final design, and now during construction. With the project, his role has evolved to include traffic engineering analysis using Synchro and VISSIM, review of traffic projections and documentation, development of corridor signal timings, assistance with public involvement, development and review of a Transportation Management Plan, oversight of the preparation of temporary traffic control and detour plans, review of temporary and permanent traffic signal, signing, and pavement marking plans, reviewing and responding to contractor RFIs, performing shop drawing reviews, and participating in monthly partnering meetings.

VA 73 (Parham Road)/VA 6 (Patterson Avenue) Intersection Improvements, Henrico County, VA: Mr. Hanover is responsible for all traffic-related aspects of this project, including the design and implementation of traffic signal improvements, signing and pavement marking upgrades, and temporary traffic control and corresponding Transportation Management Plan. As part of the ongoing construction, multiple peak and off-peak period temporary signal timings were developed using Synchro following Central Region Operations guidelines and criteria, which were signed and sealed by Mr. Hanover. Additionally, he has addressed several RFIs and has completed multiple shop drawing reviews following VDOT specifications, standards and Instructional and Informational Memorandums.

SR 3 (Germanna Highway) Traffic Signal Timing Optimization, Orange County, VA: Mr. Hanover completed a signal timing optimization study of this four-intersection corridor, including development of existing condition Synchro networks for AM, midday, and PM peak hours, evaluation of yellow and all-red timing requirements, field implementation of optimized timings, and preparation of a summary report.



EDWARD SEMBORSKI, PE

McCORMICK TAYLOR, INC.
LEAD DRAINAGE ENGINEER / AUTHORIZED REPRESENTATIVE

ABOUT

EDUCATION

B.S., Civil Engineering, University of Pittsburgh, 1980

PROFESSIONAL REGISTRATIONS

- Professional Engineer: Virginia #0402059895

SUMMARY OF EXPERIENCE

Mr. Semborski is a Senior Water Resources Engineer with over 40 years of experience and has performed work pertinent to drainage, stormwater management, preparation of hydraulic and hydrological reports, and erosion and sedimentation control for numerous major highway projects. He is knowledgeable with several civil engineering-based computer programs including HEC-RAS, Pondpack, VTPSUHM, TR-20, StormCAD, Flowmaster, WMS (Watershed Modeling System), MicroStation, AutoCAD and InRoads.

EXPERIENCE

South River Greenway Trail Phase 2B Improvements, Waynesboro, VA: Senior Water Resources Engineer overseeing hydraulic analysis and drainage design plans for the project that includes an asphalt shared-use path (varying between 8 and 12 feet in width), ADA compliant bike/pedestrian accommodations, drainage pipe, trail signage, traffic engineering, environmental permitting, pavement marking, benches, and other appurtenances. The project will utilize Transportation Enhancement and local City of Waynesboro matching funds. Other work includes right-of-way acquisition services, utility coordination, bid assistance, and construction administration.

Dry River Road Corridor Improvements, Bridgewater, VA: Senior Hydraulic Engineer for the project which included corridor improvements to about 0.45 miles of Dry River Road, a two-lane urban major collector. The improvements included sidewalk, widened lanes, curb and gutter, and new storm sewer to replace the existing drainage system which is substandard and/or nonexistent. The entire project lies within an area protected from the 100-year floodplain by a nearby levee system.

Safety Enhancements at the Intersection of South Main Street and Milnwood Road, VDOT, Farmville, VA: Lead Water Resource Discipline Manager responsible for overseeing final drainage and E&S design. This project included the widening of South Main Street (Route 15) to accommodate additional turn lanes at the South Main Street intersection with Milnwood Road. Construction of new intersection roadway, traffic signal reconstruction, and construction of ADA-compliant crosswalks, sidewalks, curb cuts, and pedestrian indications were included. The total length of the project along Main Street was 1,500 feet.

Cambria Street & North Franklin Street Improvements, Christiansburg, VA: Senior Hydraulic Engineer. The project consisted of the preliminary and final design, preparation of construction plans and bid documents for intersection improvements at the intersection of Cambria Street with North Franklin Street. Other improvements included ramp modifications to Route 460 adjacent to the intersection, access management, addition of turn lanes, raised median, curb and gutter, sidewalk, bike lanes, construction of ADA-compliant crosswalks, curb cuts, and pedestrian accommodations, signal additions and modifications, and railroad crossing modifications.



BRIAN ROBERTS, PWS, CPESC

McCORMICK TAYLOR, INC.
LEAD SPECIALIST FOR WETLANDS AND PERMITTING / AUTHORIZED REPRESENTATIVE

ABOUT

EDUCATION

M.E.M., Environmental Management, Duke University, 2005

B.S., Environmental Studies, Gettysburg College, 2003

PROFESSIONAL REGISTRATIONS

- Professional Wetland Scientist #2528
- Certified Professional in Erosion & Sediment Control #5762

SUMMARY OF EXPERIENCE

Mr. Roberts' experience includes coordinating with various state and federal agencies, conducting wetland and stream delineations, multiple state qualitative habitat assessments, threatened and endangered species surveys and habitat assessments, conceptual stream restoration and wetland restoration design, restoration/mitigation monitoring, hydrogeomorphic surveys, invasive species monitoring, 401/404/NPDES permitting, environmental inspection, establishing and maintaining client and agency relationships, and project management. This broad geographic and environmental background has allowed him to gain valuable experience.

EXPERIENCE

Route 10 Superstreet, Chesterfield County, VA: Environmental/Permitting consisted of completing wetland and stream delineations, completion and acceptance of a joint permit application, Threatened and endangered species (Section 7) coordination, and mitigation banking coordination. This project consists of widening Route 10 from four lanes to eight lanes divided by a median. The project runs 10,000 linear feet along Route 10; 1,900 linear feet along Meadowville Road; 1,300 linear feet along Old Bermuda Hundred Road; and 600 linear feet along Rivers Bend Parkway. It also includes intersection improvements at Ware Bottom Spring Road, Fisherman Drive, and Rivers Bend Road. Improvements for this project include roadway widening, drainage, signing and pavement markings, signal improvements, utility relocations, and environmental permitting.

Falling Branch Road Improvements, Christiansburg, VA: Environmental/Permitting and threatened and endangered species (Section 7) coordination. Mr. Roberts completed environmental permitting and modification when the Town wanted to modify plans during construction. Project improvements included the coordination of a new entrance to a private development, addition of a traffic signal, turn lanes, raised medians, curb and gutter, storm sewer, sidewalk, and pedestrian crosswalks. Access management was a key component of the project's overall success because this intersection is located adjacent to several business developments.

Dry River Road Corridor Improvements, Bridgewater VA: Environmental/Permitting and threatened and endangered species (Section 7) coordination for the preparation of construction plans and bid documents for the reconstruction of Dry River Road from Old River Road/Homestead Drive to Cannery Woods Drive. Approximately 2,400 linear feet in length, the project will include curb and gutter and bike lanes on both sides of the road and a five-foot sidewalk on the west side of the road. Associated activities included traffic engineering, drainage, public involvement, and right-of-way assistance for more than 36 parcels.

Cambria Street & North Franklin Street Improvements, Christiansburg, VA: Environmental/Permitting and threatened and endangered species (Section 7) coordination. This project consisted of the preliminary and final design, preparation of construction plans and bid documents for intersection improvements at the intersection of Cambria Street with North Franklin Street. Other improvements included ramp modifications to Route 460 adjacent to the intersection, access management, addition of turn lanes, raised median, curb and gutter, sidewalk, bike lanes, construction of ADA-compliant crosswalks, curb cuts, pedestrian accommodations, signal additions and modifications, and railroad crossing modifications.



GARY GARDNER, PE, LEED AP

DEWBERRY
LEAD CIVIL/SITE ENGINEER

ABOUT

EDUCATION

M.S., Civil Engineering, George Mason University, 2012

University Certificate in Technical Entrepreneurship, George Mason University, 2011

B.S., Civil Engineering, George Mason University, 2004

Minor in Business Administration, George Mason University, 2004

PROFESSIONAL REGISTRATIONS

- Professional Engineer: Virginia #0402043072
- LEED AP BD+C
- VDOT, Work Zone Safety
- VA Responsible Land Disturber

SUMMARY OF EXPERIENCE

Mr. Gardner has 19 years of extensive experience in site civil design and construction projects. He has designed and permitted site plans for numerous commercial, industrial, and mixed-use developments including infrastructure and utility projects. His background in infrastructure projects includes studies evaluating alternative layouts, site selection and assessment, utility engineering, SWM/BMP design, parking studies and analysis, site and subdivision plan processing, site sustainability, and preliminary cost estimating.

EXPERIENCE

City Center Angled Parking Study and Map Preparation, City of Manassas Park, VA: Mr. Gardner served as the Project Manager for this project that analyzed multiple parking alternatives, preparation of reports outlining this analysis, presentations of the analysis to City staff, and the preparation of parking tabulation map for City Center. The report outlined the existing conditions, the multi-criteria metrics for which the alternatives were evaluated against, summary of the analysis, and a cost analysis. The parking tabulation map inventoried and graphically illustrated existing and proposed parking spaces within City Centers.

Belmont Bay – Road Diet & Parking Study, Prince William County, VA: In 2021, Mr. Gardner was responsible for the preparation of a "Road Diet & Parking Study" for the Caruthers Companies on the Belmont Bay project located in Woodbridge, VA. The task comprised of two goals; 1) evaluate traffic calming measures for a segment of Belmont Bay Drive and 2) provide additional parking for future public recreation and park uses.

Virginia Gateway – Commercial Retail Development, Prince William County, VA: Mr. Gardner has served as the Project Manager overseeing the site plan design, review, and approval process for over 500,000 square feet of retail, restaurant and office uses. This includes working closely with the client, PWC, PWCSA, DEQ and VDOT to resolve agency comments and requests during the review process. Mr. Gardner also assisted the development team with obtaining numerous permits including preparing the SWPPP and obtaining the VPDES Construction General Permit (VAR10).

Innovation Center South, Fairfax County, VA: Mr. Gardner served as the site civil LEED Accredited Professional for the Transit Oriented Development adjacent to the future Innovation Center Metro Station that includes seven high-rise buildings with 3,250 parking garage spaces. His work included preparing the initial list of site specific credits within the most current version of the U.S. Green Building Council's Leadership in Energy and Environmental Design New Construction (LEED-NC) rating system for Neighborhood Development. The list designated eligible and non-eligible credits that could be achieved through the formal certification process for the Smart Location and Linkage (SLL) and Neighborhood Pattern and Design (NPD) categories for the civil site plan.

Dulles Corridor Metrorail Project - Silver Line Phase 2, Fairfax & Loudoun Counties, VA: Mr. Gardner served as the Assistant Utility Design Lead for design and plan preparation of water, sewer, and private utilities for the $1.2B, 11.4-mile Metrorail extension from Reston to Washington Dulles International Airport and into Loudoun County. His work included participating in design conflict resolution meetings, interdisciplinary design reviews, constructability reviews, and design quality reviews. He was also responsible for the coordination and preparation of utility design packages, preparing and processing field design changes and plan revisions, preparing agency review response letters, and managing other utility design staff and engineers.



HEATHER CAMPBELL, PE

DEWBERRY
WATER/WASTEWATER

ABOUT

EDUCATION
- B.S., Civil Engineering, Virginia Tech

PROFESSIONAL CERTIFICATIONS
- Professional Engineer: Virginia #0402041395
- Pipeline Assessment Certification Program
- Manhole Assessment and Certification Program
- Lateral Assessment and Certification Program
- Inspector Training and Certification Program

SUMMARY OF EXPERIENCE
Ms. Campbell specializes in water and wastewater system evaluation. She offers 20 years of engineering experience, consistently focused on the inspection and analysis of water and sewer systems, and providing recommendations, design, and construction administration for system renovation and/or expansion. In addition, her background includes trenchless (HDD, CIPP, sliplining, guided boring) and conventional open-cut construction of pipelines up to 54-inch in diameter. Her responsibilities typically encompass development of preliminary engineering reports; preparation of complete cost estimates, plans and specifications; and construction administration.

EXPERIENCE

Water and Sewer Term Contract, Henrico County, VA: Contract Manager providing engineering services as needed for water and sewer projects. Projects include survey services, environmental services, sub-surface investigation, geotechnical services, design services a number of waterline focused task orders. Waterline design has included replacement, rehabilitation, extensions and abandonment design up to 24-inch in diameter. Bidding and construction administration services have also been provided.

Raw Water Transmission Main (RWTM), Loudoun Water, Loudoun County, VA: Project Engineer. Ms. Campbell Assisted with the design of a 27,300 linear feet of 36, 42, and 48-inch diameter raw water transmission main pipe along a 6-mile alignment that will deliver 40 MGD of raw water from the Potomac River to storage and water treatment plant. Other project elements include provisions for additional future storage in other quarries, each with their own pump stations.



PAUL LONGO, PE

DEWBERRY
WATER/WASTEWATER

ABOUT

EDUCATION
- B.S., Civil Engineering, Virginia Tech

PROFESSIONAL CERTIFICATIONS
- Professional Engineer: Virginia #0402055225
- Pipeline Assessment Certification Program
- Manhole Assessment and Certification Program
- Lateral Assessment and Certification Program
- Inspector Training and Certification Program

SUMMARY OF EXPERIENCE
Mr. Longo brings over 12 years of experience specializing in sewer system evaluation, sanitary sewer rehabilitation design and replacement, and working in urban environments. His facility experience includes wastewater treatment plants and systems up to 54 MGD, and distribution and pump stations up to 45 MGD.

EXPERIENCE

Flatlick Sewer Replacement and Rehabilitation, Fairfax County, VA: Mr. Longo prepared design documents project including up-sizing the existing 24-inch asbestos cement pipe with a new 30-inch ductile iron pipe in a steel casing pipe crossing under Flatlick Branch; new sanitary sewer manholes; rehabilitation of 4,000 linear feet of 24-inch asbestos cement piping with new CIPP lining; rehabilitation of manholes, bypass system design to complete all of the work; and MOT/TCC plans for a pedestrian detour to accommodate bypass piping.

Community Systems Basic Ordering Agreement, Loudoun Water, Loudoun County, VA: Mr. Longo serves as Project Manager for multiple task order projects working with Loudoun Water on their community systems. Tasks include the evaluation of an existing alternative on-site sewage system, preparation of a technical memorandum recommending upgrades for the facility to meet the discharge permit effluent limitations, and the inspection of five existing water/wastewaster treatment facilities for hazardous chemical handling procedures. Work for the chemical system safety audit task included an inspection of the facilities, the development of an inspection form for chemical bulk storage, and preparation of a technical memorandum outlining system deficiencies and recommended improvements.



DAN VILLHAUER, PE, LEED AP

DEWBERRY
WATER/WASTEWATER

ABOUT

EDUCATION
- M.S., Civil Engineering, Virginia Tech
- B.S., Civil Engineering, University of Virginia

PROFESSIONAL CERTIFICATIONS
- Professional Engineer: Virginia #0402046419
- LEED Accredited Professional

SUMMARY OF EXPERIENCE
Mr. Villhauer has experience in all areas of water/wastewater engineering. He has managed a variety of water and wastewater contracts in which water and sewage pump stations and tanks have been a large focus of the contract. His areas of expertise include planning, evaluation, and rehabilitation and/or replacement of pump stations. He leads full-service teams in the development of engineering reports, construction documents, and providing construction administration. In addition, his background includes experience with hydraulic and transient modeling for wastewater pumping stations (WWPS) and force mains.

EXPERIENCE

Elmont Water Storage Tank and Pump Station, Hanover, VA: Provided services for the design of a 1 MG storage tank and a 4.3 MGD water booster station, expandable to 7.2 MGD.

Airport East Water Storage Tank and Pump Station, Hanover, VA: Provided services for the design of a 1 MG water storage tank and a 10 MGD water booster station and 3,000 LF of 20-inch water transmission main.

Beaverdam Wastewater Pump Station Improvements, Hanover, VA: Provided services for the design and construction administration services for improvements to the existing 10 MGD wastewater pump station.

Pamunkey Pump Station Rehabilitation, Hanover, VA: Provided services for the rehabilitation of a 0.5 MGD wastewater pump station and screening facility.

Little Hunting Creek Wastewater Pump Station Rehabilitation, Fairfax, VA: Provided services for the rehabilitation of a 21 MGD wet-pit/dry-pit wastewater pump station.



LEONARDO VIDAL, EIT

DEWBERRY
CONSTRUCTION ADMINISTRATION/MANAGEMENT

ABOUT

EDUCATION
- B.S., Civil Engineering, Catholic University

PROFESSIONAL CERTIFICATIONS
- Virginia Engineer-in-Training

SUMMARY OF EXPERIENCE
Mr. Vidal brings over 12 years of engineering, inspection and construction management experience working on construction of complex public facilities and infrastructure construction projects. He has diverse project experience that includes construction of various elements of public schools, transit stations and roadway projects.

EXPERIENCE

Quantico Station Improvements Project, Quantico, VA: Mr. Vidal is the Deputy Construction Manager on this $37M construction project that includes improvements to the Quantico Amtrak and VRE station such as the addition of a center platform with a steel pedestrian bridge over existing and proposed sections of track. Additional elements include an elevator, retaining walls, utility relocations and other site improvements. Mr. Vidal observes and documents construction activities, reviews contractor pay applications, manages project documentation including meeting records, RFIs, change orders, inspection and materials documentation. He monitors the project budget and schedule, prepares correspondence and advises the client in a CM agent capacity. In addition, Mr. Vidal supervises the subcontractor performing special inspections to satisfy the Prince William County permit requirements.

Loundoun County Public Schools Vestibules Modifications Project, Loudoun, VA: Mr. Vidal supervised the construction and remodeling of the vestibule areas of 16 schools. He performed construction project management activities including coordination, risk mitigation, quality management and code compliance. Mr. Vidal Managed, monitored, and tracked project objectives including scope of work, schedule of construction activities and progress updates to the schedule. He reviewed RFIs, submittals, change orders and other project documentation. He tracked contractor progress daily in order to verify the Contractor's monthly pay requests and reviewing the Contractor's pay application. He performed project closeout tasks including review of warranties, project record drawings and material records. He generated and coordinated the closeout checklists, including tracking the status of defective work and deficiency item corrections during the project closeout process.



NED MAHDI, PE, CCM

DEWBERRY
CONSTRUCTION ADMINISTRATION/MANAGEMENT

ABOUT

EDUCATION
- BASc, Civil Engineering, Damascus University, 1995

PROFESSIONAL CERTIFICATIONS
- Professional Engineer: Virginia #0402047225
- Certified Construction Manager

SUMMARY OF EXPERIENCE
Mr. Mahdi is an experienced Construction Project Manager with a background in heavy civil transportation and infrastructure construction. He has experience performing a variety of construction management tasks including review and understanding of contract documents, monitoring scheduling and budgets, processing submittals and RFIs, stakeholder coordination, plan constructability reviews and conducting various project meetings.

EXPERIENCE

DDOT Saint Elizabeth's Campus, Washington, DC: Mr. Mahdi, Construction Manager, oversees construction of roadway elements as a representative of DDOT. He leads a team of inspectors who observe and report on compliance with the project plans and specifications as well as DDOT standards. He has ultimate authority to report nonconformances and implement quality initiatives to ensure that the project is constructed to DDOT's standards.

DDOT Citywide Paving, Washington, DC: Mr. Mahdi, Construction Manager, managed a team of inspectors and office staff to perform construction management for DDOT's pavement restoration efforts citywide. He assisted in public outreach and project management efforts including overseeing project progress and quality, project schedule and budget adherence. Additional duties included leading progress meetings, processing change orders, and approving pay estimates. Project Cost: $20M.

Route 28 widening, Fairfax County, VA: This Design-Build project included widening of Route 28 from the existing four-lane divided roadway to a six-lane divided roadway and included intersection improvements such as turn lane additions and limited widening on the intersecting street approaches to Route 28. Mr. Mahdi served as the Quality Control Manager and managed a team of inspectors and materials testing technicians to perform contractor's quality control in accordance with the VDOT minimum requirements for QA/QC manual. Project Cost: $2M.



ANDREW CURTIS, PE

DEWBERRY
ROADWAY/SIDEWALK/GREENWAY

ABOUT

EDUCATION
- BS, Civil Engineering, University of Virginia

PROFESSIONAL CERTIFICATIONS
- Professional Engineer: Virginia #0402055157

SUMMARY OF EXPERIENCE
Mr. Curtis has extensive experience in public highway and roadway design. He specializes in geometric design, drainage design (both open channel and closed system), three dimensional roadway CAD development, general road plan preparation, and erosion and sediment control design. Andrew is well versed in the most current versions of Geopak and OpenRoads, including extensive expertise in 3D model generation using OpenRoads.

EXPERIENCE

Route 15/17/29 Warrenton Southern Interchange, Fauquier County, VA: Roadway Engineer responsible for performing roadway design, drainage design, plan preparation, and 3D model generation for the grade separated interchange replacing the existing at grade intersection. An innovative design was utilized including a new overpass with roundabouts at each end.

Northstar Boulevard, Loudoun County, VA: Roadway Engineer responsible for the roadway design, drainage design, plan preparation, and 3D model preparation of the new four-lane segment of road between Route 50 and Shreveport Drive. Mr. Curtis coordinated with Loudoun County to procure a design-build contract, including development of cost estimates, public outreach, and utility coordination.

Route 28 Phase III, Prince William County, VA: Roadway Engineer responsible for performing roadway design, drainage design, plan preparation, and 3D model generation for Route 28 widening from Linton Hall Road to the Route 234 interchange. The project included widening of an existing four-lane road, intersection improvements, and upgrading pedestrian facilities with a 10' shared use path.

Burwell Road Paving, Prince William County, VA: Lead Designer responsible for coordinating all aspects of design and developing roadway geometry, drainage, erosion control design, and cost estimating.



SHELLEY WYNNE, PE, PTOE

DEWBERRY
TRAFFIC

ABOUT

EDUCATION
- M.S., Civil Engineering, Old Dominion University, 2015
- B.S., Civil Engineering, Old Dominion University, 2013

PROFESSIONAL CERTIFICATIONS
- Professional Engineer: VA #0402056316

EXPERIENCE

Route 28 Widening, Fairfax County, VA: The project involves widening Route 28 from the existing four-lane divided roadway to provide a six-lane divided roadway from just north of the Bull Run bridge to Route 29. The limits of the project are from approximately 100 feet north of the Prince William/Fairfax County line to approximately 0.3 miles south of Route 29, for a total length of approximately 2.3 miles. Ms. Wynne is responsible for completing VDOT's Left-Turn Phase Evaluation Workbooks utilizing transportation simulation modeling using VISSIM and Synchro traffic analysis software for the project. The assessment includes analyzing appropriate phasing at five intersections and performing stopping sight distance analyses to employ a safe and operationally efficient network of vehicles and pedestrians that travel along the Route 28 corridor. She is assisting with the design and technical analysis for the development of the traffic control device plans using VDOT standards at the five intersections which includes signs, signals, and pavement markings.

Roadway and Civil Design Services for Crosstrail Boulevard Segment C from Sycolin Road to Dulles Greenway, Loudoun County, VA: The project includes roadway/civil design services and construction phase support services for Crosstrail Boulevard Segment C from Sycolin Road to Dulles Greenway. The roadway is an urban median-divided section with a total of four lanes in the ultimate condition and includes a shared use path on both sides of the road. Ms. Wynne is responsible for the QA/QC and coordination of the Interchange Access Report Framework Document (LD-459), volume projections approval through the VDOT Transportation Planning and Mobility Division, and the Operational Safety and Analysis Report (OSAR). She is also responsible for the coordination of the roundabout feasibility analysis for the project and the signal justification report (SJR) at the intersection of Crosstrail Boulevard and Kincaid Boulevard.



GINA ANTHONY, SR/WA

DIVERSIFIED PROPERTY SERVICES
RIGHT-OF-WAY

ABOUT

EDUCATION
- B.S., 1980, Mathematics, Towson State University

PROFESSIONAL CERTIFICATIONS
- Senior Right-of-Way Agent, 2010, International Right-of-Way Association (IRWA)

SUMMARY OF EXPERIENCE
Ms. Anthony has extensive experience in the management of Right of Way projects from the scoping process to project advertisement and has knowledge and experience in all facets of the right of way profession with her passion being relocation assistance.

EXPERIENCE

Route 7 Corridor Improvements Design-Build, VDOT, Fairfax County, VA: Project Manager with oversight of right-of-way acquisition services for the improvements of almost seven miles of Route 7 between Reston Avenue and Jarrett Valley Drive. Improvements include widening the road from four to six lanes, adding shared-use paths, and make substantial intersections and other improvements along the corridor. Diversified staff handled acquisitions from approximately 150 parcels.

VDOT Military Highway Continuous Flow Intersection, Norfolk, VA: Ms. Anthony took over the Project Management in the Fall of 2016 Diversified was about 30% into the project and she will see it through to completion. The project includes the Widening to Military Highway, widening of Northampton Boulevard and Princess Anne Road, and a new high-capacity intersection all in order to increase capacity and reduce congestion. Diversified is responsible for turnkey right-of-way services for 33 acquisitions.

I-95 at Route 630 Reconstruction and Widening Design-Build, VDOT, Stafford County VA: Ms. Anthony served as Project Manager and provided right-of-way appraisals and negotiation services for this widening and reconstruction project and was responsible for negotiating the acquisitions from 41 parcels.



DARREN COFFEY, AICP

BERKLEY GROUP
LAND USE PLANNING

ABOUT

EDUCATION

- M.A., 1993, Geography, Rutgers University
- B.S., 1992, Economics and Geography, James Madison University

PROFESSIONAL CERTIFICATIONS

- American Institute of Certified Planners

SUMMARY OF EXPERIENCE

Mr. Coffey brings 25+ years of comprehensive experience in local government including administration, planning, budgeting, economic development, grant administration, transportation, parks and recreation, among others. This in-depth experience allows him to see issues from different viewpoints to achieve and craft the best solutions. He is a leading rural community planning and solar planning expert in Virginia and nationwide. Mr. Coffey will bring his award-winning expertise to help craft practical solutions for Fauquier County's most pressing issues.

EXPERIENCE

Comprehensive Plans

- Town of Dumfries
- Payson, AZ [with TischlerBise]
- Fluvanna County
- Louisa County
- Town of Blacksburg

Zoning Ordinance Updates and Amendments

- Town of Middleburg
- Highland County
- Town of Haymarket
- City of Manassas
- Fluvanna County
- Louisa County



KELLY DAVIS, AICP

BERKLEY GROUP
LAND USE PLANNING

ABOUT

EDUCATION

- Masters, 2017, Urban and Regional Planning, Virginia Tech
- Graduate Certificate, 2016, Economic Development
- B.S., 2009, Land and Water Resources, Biological Systems Engineering Virginia Tech

PROFESSIONAL CERTIFICATIONS

- American Institute of Certified Planners

SUMMARY OF EXPERIENCE

Ms. Davis has 12+ years of experience and has managed Comprehensive Plan updates for the City of Lexington, Town of Farmville, and Northampton County and has led the team's in updating zoning ordinances for Essex County, King George County, Page County, and King William County, among others.

EXPERIENCE

Comprehensive Plans and Other Master Plans

- City of Lexington
- City of Manassas, Annaburg Park
- Master Plan
- Dinwiddie County
- Greensville County
- Northampton County
- Richmond County
- Town of Crewe
- Town of Farmville

Zoning Ordinance Updates, Amendments, and Diagnostics

- Essex County
- King George County
- King William County
- Page County
- Town of Abingdon
- Town of Farmville
- Town of Middleburg



REBECCA COBB, CZA

BERKLEY GROUP
LAND USE PLANNING

ABOUT

EDUCATION
- B.S., 2004, Biology, Minor: Environmental Science, Longwood University

PROFESSIONAL CERTIFICATIONS
- Certified Zoning Administrator, 2019

SUMMARY OF EXPERIENCE
Ms. Cobb has over 13 years of planning experience, having served as the Planning/Zoning Administrator for Buckingham County. She has collaborated on comprehensive plans, utilized GIS for data collection and mapping, and led zoning and subdivision ordinance updates for the counties of King George, King William, and Essex and the Towns of Farmville and Mount Jackson. She is also a leading solar expert in Virginia and enjoys crafting appropriate regulations based on fiscal analysis and community expectation. Her grass-roots experience allows her to understand all views at the table and bring them together cohesively for the betterment of the community.

EXPERIENCE

Comprehensive Plans

- Northampton County
- Town of Crewe
- Town of Farmville

Zoning Ordinance Updates, Amendments, and Diagnostics

- Essex County
- King George County
- King William County
- City of Emporia
- Town of Abingdon
- Town of Farmville
- Town of Keysville
- Town of Mount Jackson
- Town of Strasburg



ROBERTO TORRES, LS

PMI
SURVEY

ABOUT

EDUCATION
- B.S., 1998, Land Surveying, University of Puerto Rico

PROFESSIONAL CERTIFICATIONS
- Land Surveyor: Virginia #0403002965

SUMMARY OF EXPERIENCE
Mr. Torres has 22 years of surveying experience and extensive knowledge in boundary, geodetic control, GPS, leveling, topographic, location, route, utility location, hydrographic, bridge situation, ALTA/NSPS land title and construction layout surveys. He is fully versed in the operations of several software packages, including AutoCAD, AutoCAD Civil 3D, MicroStation, Carlson Point Cloud, ArcMAP, Leica Geo Office, and Trimble Business Office.

EXPERIENCE

Route 15/29 Improvements at Vint Hill, Fauquier County, VA: As the survey subconsultant, PMI performed surveying services including verifying topographic mapping and providing an as-built survey of newly constructed storm sewer structures along the Route 15/29 corridor. PMI recovered and field measured VDOT referenced control monuments, as well as established approximately four secondary survey control points throughout the project limits, as needed for verifying topographic information. PMI performed a field run survey to recover and locate storm sewer structures constructed with this project. The structure data acquired was presented in a table contained within the project digital drawing itemizing underground pipe locations, invert elevations, and manhole or grate rim elevations. The results of the surveys were incorporated into a MicroStation (DGN) file.

Colonial Avenue & 2nd Street Hydraulic Capacity Evaluation, Alexandria, VA: As the survey subconsultant, PMI provided sanitary and storm sewer as-built surveys for the project. PMI obtained horizontal coordinates and elevations of manhole rims, pipe material and diameters, pipe invert elevations, pipe lengths, pipe offset to manhole invert, storm inlet elevations and dimensions, manhole invert elevations, ground elevations adjacent to hydraulic features, and photos viewed down the manhole of approximately 50 structures within the project limits. PMI provided a survey file in AutoCAD format.



G

FORMS

FIRM DATA SHEET (REQUIRED)

Funding: _____ (S=State F=Federal) Project No.: RFP 01-22ks
Division: __ EOI Due Date: 3/11/2022

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

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts
McCormick Taylor, Inc. 111 Mill Place Parkway, Suite 105 Verona, VA 24482	NA	75 Years	$85.3M
American Geotechnical & Environmental Services, Inc. 4 Grandview Circle Suite 100 Canonsburg, PA 15317 SWaM # 804300 DBE # 2367422	YS/YD	26 Years	$8M
Atlas Technical Consultants LLC 5352 Twin Hickory Rd Glen Allen VA 23059	NA	4 Years	$468k
Berkley Group P.O. Box 181 Bridgewater, VA 22812 SWaM # 704335	YS	11 Years	$2.6M
Dewberry Engineers Inc. 8401 Arlington Blvd Fairfax, VA 22031	NA	66 Years	$432M
Diversified Property Services, Inc. 20 E Timonium Road, Suite 111 Timonium, MD 21093 DBE/SWaM # 626679	YS YD	34 Years	$2.6M
Peggy Malone & Associates Headquarters: 14286 Beach Blvd., Ste. 19-345 Jacksonville, FL 32250 VA Office: 11030 Richardson Road, Unit B-17 Ashland, VA 23005	N*	21 Years	$2.6M
Precision Measurements, Inc. 4215 Lafayette Center Drive, Suite 2A Chantilly, VA 20151 DBE/SWaM # 5346	YS*YD Small & Woman Owned	27 Years	$8.6M

* YD = DBE Firm Certified by DMBE N = DBE or SWaM Firm Not Certified by DMBE NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
DMBE is the Virginia Department of Small Business and Supplier Diversity

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

James C. Wiggins
Signature

March 1, 2022
Date

Chief Executive Officer
Title

McCormick Taylor, Inc.
Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Planning, Architectural & Engineering Open End Services for Federal Funded Projects, Fauquier County Government and Public Schools

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature	02/17/2022 Date
President Title	American Geotechnical & Environmental Services, Inc. Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: RFP 01-22ks Planning, Architectural & Engineering Open End Services for Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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



Joe Severin
Signature

2/22/22
Date

Senior Vice President of Atlas Technical Consultants
Title

Atlas Long LLC
Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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



Signature

02/23/22
Date

Chief Executive Officer
Title

The Berkley Group, LLC
Name of Firm

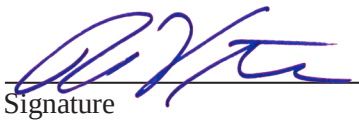
CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: RFP 01-22ks Planning, Architectural & Engineering Open End Services for Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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



Signature

3/8/2022
Date

Senior Vice President
Title

Dewberry Engineers Inc.
Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature	Date: 2/22/2022
Title: President	Name of Firm: Diversified Property Services, Inc.

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Fauquier County Planning, Architectural & Engineering Services RFP 01-22ks

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

	2/17/22
Signature	Date
Vice President	Peggy Malone & Associates, Inc.
Title	Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature	02/18/2022 Date
President Title	Precision Measurements, Inc. Name of Firm

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page	Reason(s) for Withholding from Disclosure
N/A		

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets', and "proprietary information" including processes.
Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ****

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless the County Administrator or School Superintendent grants a waiver of this requirement and the administrative policies and procedures established to implement this section, as applicable.

If the County of Fauquier, Virginia, accepts this quote for goods or services, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

A. X Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is F1296914.

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

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

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

McCormick Taylor, Inc.
Legal Name of Company (as listed on W-9)

McCormick Taylor, Inc.
Legal Name of Offeror/Bidder

March 1, 2022
Date

James C. Wiggans
Authorized Signature

James C. Wiggans, PE | Chief Executive Officer
Print or Type Name and Title

RETURN THIS PAGE

McCORMICK TAYLOR

February 16, 2022

Kanwal P. Chopra
President
American Geotechnical & Environmental Services, Inc.
4 Grandview Circle, Suite 100
Canonsburg, PA 15317

Re: Letter of Commitment
Fauquier County Government and Public Schools
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
RFP 01-22ks

Dear Mr. Chopra,

McCormick Taylor, Inc. is pleased to have American Geotechnical & Environmental Services, Inc. as a subconsultant member of our team providing **geotechnical services** for **5%** of the contract.

The quantity of work under this commitment will be determined later during the scope refinement phase.

We look forward to working with you in the fulfillment of this important project.

Sincerely,

McCormick Taylor, Inc.

Sam A. Styers, PE
Senior Manager, Transportation Engineering

American Geotechnical & Environmental Services, Inc.

1765 Greensboro Station Place, Suite 900
McLean, Virginia 22102
Phone: 703-481-9832
www.agesinc.com

February 22, 2022

Mr. Sam Styers
McCormick Taylor
111 Mill Place Parkway, Suite 105
Verona, VA 24482

Reference: **Confirmation Letter for Providing Geotechnical Engineering Services**
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
Fauquier County Government and Public Schools
Fauquier County, Virginia
RFP #01-22ks
A.G.E.S. FIN: 25-1759733

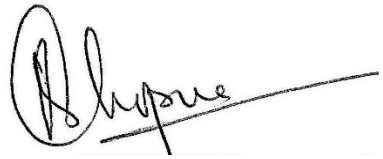
Dear Mr, Styers:

American Geotechnical & Environmental Services (A.G.E.S.), Inc. is extremely pleased to join your team as the geotechnical engineering subconsultant for the above referenced project and provide geotechnical services for 5% of the contract. We are registered to do business with the Commonwealth of Virginia. Key staffing for this project includes Adam J. Marolf, P.E. as Geotechnical Project Manager and Vishal Patel, P.E. as Geotechnical Project Engineer.

A.G.E.S., Inc. is a certified minority-owned and SWaM business enterprise. A.G.E.S., Inc. has been responsible for the Soils and Geologic Investigations for approximately 250 multi-lane miles of interstate and class I highways and have also prepared geotechnical engineering reports for over 2,500 bridges, ranging from new multi-span dual structures to the rehabilitation of single span structures, including design/build foundation reports and special provisions. A.G.E.S., Inc. also has experience with the design of pedestrian facilities and has worked on numerous trail projects and pedestrian bridge foundations.

We are confirming our commitment to provide geotechnical services and will dedicate the resources necessary to complete the project within the established schedule. We look forward to working with you on this project.

Very truly yours,
American Geotechnical & Environmental Services, Inc.



K.P. Chopra
President

McCORMICK TAYLOR

February 16, 2022

Erin Smith
Diversified Property Services, Inc.
20 E. Timonium Rd
Suite #111
Timonium, Maryland 21093

Re: Letter of Commitment
Fauquier County Government and Public Schools
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
RFP 01-22ks

Dear Ms. Smith,

McCormick Taylor, Inc. is pleased to have Diversified Property Services, Inc.as a subconsultant member of our team providing **right-of-way services** for **5%** of the contract.

The quantity of work under this commitment will be determined later during the scope refinement phase.

We look forward to working with you in the fulfillment of this important project.

Sincerely,

McCormick Taylor, Inc.

Sam A. Styers, PE
Senior Manager, Transportation Engineering

DIVERSIFIED PROPERTY SERVICES

INCORPORATED

20 E. Timonium Road
Suite 111
Timonium, Maryland 21093
Phone: 410-252-5075
Toll Free: 800-996-5499
Fax: 410-252-8430
Web Page: www.DiversifiedPropertySvcs.com
Email: Pdablock@DiversifiedPropertySvcs.com

February 22, 2022

Mr. Sam A Styers, PE
McCormick Taylor, Inc.
111 Mill Place Parkway, Suite 105
Verona, VA 24482

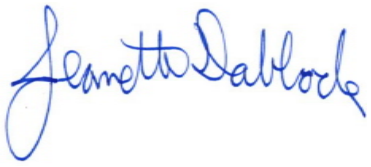
Re: Letter of Commitment
Fauquier County Government and Public Schools
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
RFP 01-22ks

Dear Mr. Styers:

Diversified Property Services, Inc. is pleased to make this commitment to McCormick Taylor, Inc. to provide right-of-way services for Fauquier County Government and Public Schools in an amount of 5% of the contract.

We look forward to working with you and assure you that our qualified personnel will be available as needed to provide high quality services in accordance with applicable standards and regulations for this project.

Sincerely,



Jeanette Dablock, R/W-RAC
President

McCORMICK TAYLOR

February 16, 2022

Alexandra Leitz
President
Precision Measurements, Inc.
629 Phoenix Drive, Suite 100,
Virginia Beach, VA 23452

Re: Letter of Commitment
Fauquier County Government and Public Schools
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
RFP 01-22ks

Dear Ms. Leitz,

McCormick Taylor, Inc. is pleased to have Precision Measurements, Inc. as a subconsultant member of our team providing **survey services** for **5%** of the contract.

The quantity of work under this commitment will be determined later during the scope refinement phase.

We look forward to working with you in the fulfillment of this important project.

Sincerely,

McCormick Taylor, Inc.

Sam A. Styers, PE
Senior Manager, Transportation Engineering

Precision Measurements, Incorporated
Surveying ♦ Mapping ♦ Hydrographic Surveying ♦ 3-D Scanning

February 18, 2022

Sam A. Styers, PE
Senior Manager, Transportation Engineering
McCormick Taylor, Inc.
111 Mill Place Parkway, Suite 105
Verona, Virginia 24482

RE: Letter of Commitment | Fauquier County Government & Public Schools
Planning, Architectural & Engineering Open End Services for Federal Funded Projects | RFP 01-22ks

Dear Mr. Styers

Precision Measurements, Inc. is pleased to confirm our commitment to work with McCormick Taylor on the above-referenced project as a subconsultant partner.

A Disadvantaged Business Enterprise listed in VDOT's DBE Directory of Certified Vendors (DBE/WBE/SBE; Certification #005346), our firm will provide surveying services, as needed, in support of this contract. We anticipate these services to encompass approximately 5% of the total contract value.

We look forward to working with McCormick Taylor on this project, and we commit to providing these services throughout the duration of this contract.

Sincerely,

Alex Leitz

Alexandra Leitz, President
Precision Measurements, Inc.

McCORMICK TAYLOR

FAUQUIER COUNTY, a political subdivision of the Commonwealth of Virginia

Contract TG01-22ksc

Planning, Architectural & Engineering Open End Services for Federally Funded Projects

This Agreement is made and entered into this 19 day of October 2022, by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and, **Timmons Group Inc.** located at **20110 Ashbrook Place, Suite 100 Ashland, VA 20147** hereinafter referred to as "Consultant".

WITNESSETH that the Consultant and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Consultant shall provide A/E Professional Services, As-Required ***Civil Engineering, Surveying, Environmental, Traffic and Transportation Planning and Engineering*** Services for Federally Funded Projects to the Owner, as set forth in the Contract Documents.

COMPENSATION: The Owner will pay and the Consultant will accept in full consideration for services rendered during the contract term, fees based on the hourly and other rates as attached hereto. Price adjustments may be permitted only as permitted by The Commonwealth of Virginia Department of Transportation most relevant escalation rates. (Current rates attached)

CONTRACT TERM: From date of fully executed contract for a 24-month term, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one-year terms shall be equal to the initial term or $5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to a future term and at a reasonable time (approximately 90 days) prior to contract expiration as mutually agreed upon by both parties in writing.

The contract documents shall consist of and in the event of a conflict or ambiguity shall be interpreted in the following order of priority:

(1) This signed form, inclusive of the current escalation rate and attached revises and accepted fee schedules
(2) RFP 01-22ks dated 01/28/2022, Add 1 &2 dated 2/24/22 Add 3 dated 3/3/22
(3) Consultant's Proposal dated March 2, 2022, all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Timmons Group, Inc.

By: Bill Vest Digitally signed by Bill Vest DN: E=Bill.Vest@timmons.com, CN=Bill Vest Date: 2022.10.20 15:08:11-04'00'

Title: Principal, NoVA Office

County of Fauquier, a political subdivision of the Commonwealth of Virginia

By: Charles Ward
Charles Ward MBA, CPM, VCO
10.26.2022
Title: Procurement Manager

APPROVED AS TO FORM

COUNTY ATTORNEY 10/19/22 DATE

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.
COMMISSIONER

TO: The Consultant Community

FROM: Dee Audet
Director, Professional Services Procurement Office
Virginia Department of Transportation

Dee Audet
Digitally signed by Dee Audet
Date: 2022.06.15 10:20:38 -04'00'

DATE: June 15, 2022

SUBJECT: Escalation Rates for Professional Services Contracts, July 1, 2022 through June 30, 2023 and Special Adjustment to Escalation Rate for Professional Services Contracts, July 1, 2021 through June 30, 2022

In response to recent inflationary pressures, VDOT is raising the Professional Services Contract Escalation Rate and temporarily suspending the escalation rate range limitation as set forth in Section 4.7.7. of the *Manual for the Procurement and Management of Professional Services*.

The VDOT Professional Services Contract escalation rate for Fiscal Year (FY) 2023 will be 4.2% in accordance with the U.S. Bureau of Labor Statistics, *Employment Cost Index: Wages and Salaries: Private Industry Workers (Table 9)*(April 29, 2022).

Additionally, VDOT is implementing a special adjustment to the Professional Services Contract Escalation rate for Fiscal Year (FY) 2022 as established in the Memorandum dated June 1, 2021. The escalation rate for FY 22 procurements in process will be revised from 1% to 3.5%. This memorandum does not apply to existing contracts unless, at term renewal, both parties agree to modify the contract to comply with this memorandum. To be eligible for such modification, firms shall submit revised rate schedules reflecting the adjusted escalation rates to their respective Contract Administrator. Upon receipt of written approval from the Contract Administrator, firms may bill at the new approved rate at the beginning of the next full billing cycle of the renewal term.

With the exception of the changes set forth herein, VDOT's policies relative to escalation rates, including but not limited to those involving renewals, shall remain in full force and effect.

TAB A: PRE-AWARD EVALUATION DOCUMENTATION CHECKLIST - Fixed Billable Rates

Effective Date:	**May 27, 2022**
RFP Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No./UPC No.:	**RFP01-22ks**
Consultant:	**Timmons Group**

This checklist is provided to ensure that all information necessary for completion of a Pre-Award Review by VDOT's Assurance and Compliance Office is included in the submittal. **THIS CHECKLIST MUST BE COMPLETED, SIGNED, AND SUBMITTED FOR THE PRIME CONSULTANT AND EACH SUB-CONSULTANT.** The prime consultant shall submit a completed fee proposal in Excel for itself and all of the sub-consultants, to include all information described below.
Enter an "x" in each block as it applies to this specific procurement.

Consultant Type:	
X	Prime Consultant
	Sub Consultant

Certification of Wage Rates:	
X	Form signed by an executive or financial officer of the firm attesting to the accuracy of the hourly wage rates.

Personnel Classifications - Home Office and Field Office Personnel:	
X	Completed template.
X	A listing of each proposed employee, to include employee ID #, name, office location and hourly wage rate.
X	Actual payroll registers provided for each proposed employee.

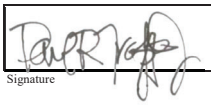
Labor Summary:	
X	Verification that correct information transferred from Personnel Classification sheets.

Rate Schedules - Home Office and Field Office Personnel:	
X	Verification that correct information transferred from Labor Summary sheet (Average hourly rate) to Rate Schedules (Hourly Wage Rate).
X	Escalation factor entered (if allowed).
X	VDOT-ACO accepted indirect cost rate entered.
X	VDOT-ACO accepted Facilities Cost of Capital (FCC) rate entered (if applicable).
X	Net Fee (if provided).

Non-Salary Direct Costs:	
X	All proposed costs itemized.
	Rental/Master Lease agreement and related schedules provided for proposed rentals or leases of vehicles/equipment.
	For unit priced goods/services, Usual and Customary Attestation letter signed by a senior executive and standard fee schedule provided.
	Vendor quotes provided for other proposed goods/services (e.g., laboratory testing, geotechnical testing)

Additional Documentation Required with submittal:	
X	VDOT Contractor Cost Certification (CCC) of Final Indirect Cost Rates Form, completed and signed by an executive or financial officer (for Prime and each sub-consultant)

Consultant: Paul R. Trapp, Jr.
Printed Name of Consultant Project Manager


Signature

Dated: 10/11/2022

Certifies the fee proposal package is complete and e-mailed to Kathy.Stanley@fauquiercounty.gov

Fauquier County

Kathy H. Stanley, CPP, CPPB, CPS

Signature

Dated:

Certifies the fee proposal package is complete.

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Timmons Group**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Timmons Group	157.18%	0.20%	N/A	N/A	7/29/2021
H&B Surveying & Mapping	162.02%	98.28%	1.22%	N/A	8/26/2021
HMMH	197.42%	0.33%	N/A	N/A	1/31/2022
Dovetail Cultural Resource Group	129.88%	0.15%	N/A	N/A	7/16/2021
Downey & Scott	148.90%	N/A	N/A	N/A	10/6/2021
OnPoint Transportation PR	110%	N/A	75%	N/A	3/15/2022
Peggy Malone & Associates	203.84%	1.32%	75%	N/A	7/11/2021

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Timmons Group**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official: Vince Doherty

Title of Certifying Official: Chief Financial Officer

Signature: 

Date of Certification: June 1, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Timmons Group**

Personnel Class:	*Senior Project Manager*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
0095	Copeland	Brian	Richmond, VA	$ 67.07	
0298	Dunn	Scott	Richmond, VA	$ 74.52	
0972	Fetcho	Luke	Ashburn, VA	$ 80.77	
1798	Johnson	Ashley	Richmond, VA	$ 60.10	
2718	Kakoullis	Tony	Ashburn, VA	$ 79.33	
0457	Kiefer	Chris	Richmond, VA	$ 91.35	
0905	O'Meara	Kevin	Richmond, VA	$ 62.50	
1153	Ruff	Thomas	Richmond, VA	$ 57.69	
1625	Schmidt	Steve	Richmond, VA	$ 62.50	
1182	Soucie	Nick	Richmond, VA	$ 57.69	
0535	Vest	Bill	Ashburn, VA	$ 90.38	
			Average:	***$ 71.26***	

Personnel Class:	*Project Manager/Senior Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1385	Doran	Ben	Richmond, VA	$ 46.15	
2090	Gutermuth	David	Richmond, VA	$ 49.76	
1808	Hogan	Ian	Richmond, VA	$ 39.90	
2794	Judy	Jason	Richmond, VA	$ 48.08	
1979	Ramos	Osvaldo	Ashburn, VA	$ 52.88	
0966	Smith	Andrew	Richmond, VA	$ 43.75	
2278	Soriano-Brown	Danielle	Richmond, VA	$ 45.67	
2078	Sullivan	Drew	Richmond, VA	$ 44.71	
1697	VanNuys	Patrick	Ashburn, VA	$ 44.23	
1809	Wright	Brian	Richmond, VA		
			Average:	***$ 46.13***	

Personnel Class:	*Project Engineer III/Senior Designer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2870	Bukovac	Jessica	Ashburn, VA	$ 45.67	
0045	Fleming	Melvin	Richmond, VA	$ 44.71	
2796	Liu	Yichun	Ashburn, VA	$ 42.31	
1971	Riblet	Kyle	Richmond, VA	$ 35.58	
0946	Sheehan	Vince	Richmond, VA	$ 37.50	
1531	Stecher	Greg	Richmond, VA	$ 37.50	
			Average:	***$ 40.55***	

Personnel Class:	*Project Engineer II/Designer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2255	Chandadipar	Ben	Ashburn, VA	$ 36.06	
2252	Hogan	Kyle	Richmond, VA	$ 34.38	
2504	Judd	Amy	Ashburn, VA	$ 39.42	
2215	Pope	Sadie	Richmond, VA	$ 33.65	
2038	Stutchel	Amanda	Ashburn, VA	$ 37.74	
1710	Wade	Tyler	Richmond, VA	$ 30.77	
			Average:	***$ 35.34***	

Personnel Class:	Project Engineer I				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2403	Jenkins	Kaitlyn	Richmond, VA	$ 33.65	
2405	Lowther	Megan	Richmond, VA	$ 32.69	
2459	Poole	Clement	Ashburn, VA	$ 36.06	
2679	Robohm	Evan	Richmond, VA	$ 31.73	
2513	Thu	Sai	Richmond, VA	$ 31.73	
2690	Wang	David	Ashburn, VA	$ 33.41	
			Average:	***$ 33.21***	

Personnel Class:	Senior PM/Landscape Architect				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
0835	Beasley	Neal	Richmond, VA	$ 57.69	
2840	Bondi	Jon	Ashburn, VA	$ 60.10	
1273	Hancock	Frank	Charlottesville, VA	$ 50.96	
0842	Wiley	Scott	Richmond, VA	$ 64.90	
			Average:	***$ 58.41***	

Personnel Class:	Project Manager/Landscape Architect				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2384	Kommer	Julie	Ashburn, VA	$ 38.94	
			Average:	***$ 38.94***	

Personnel Class:	Lanscape Planner III				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1644	Davis	Bradley	Richmond, VA	$ 34.13	
1756	Gregory	Chris	Richmond, VA	$ 33.17	
2532	Ly	Christine	Richmond, VA	$ 35.58	
2624	McKnight	Bryan	Washington, DC	$ 37.02	
			Average:	***$ 34.98***	

Personnel Class:	Landscape Planner II				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2034	Parker	Taylor	Richmond, VA	$ 30.77	
1672	Rachner	Miles	Charlottesville, Va	$ 30.77	
2161	Weaver	MaryKate	Richmond, VA	$ 30.77	
			Average:	***$ 30.77***	

Personnel Class:	*Landscape Planner I*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2576	Barnes	Marquis	Washington, DC	$ 28.85	
2859	Fabis	Liz	Richmond, VA	$ 30.29	
			Average:	***$ 29.57***	

Personnel Class:	*Senior PM/Environmental*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
0981	Breissinger	Brian	Richmond, VA	$ 61.30	
2167	Neely	Matt	Richmond, VA	$ 62.50	
0958	Russell	John	Richmond, VA	$ 61.30	
			Average:	***$ 61.70***	

Personnel Class:	*Senior Environmental Scientist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1210	Chappell	Clark	Richmond, VA	$ 46.63	
1226	Cox	Dan	Richmond, VA	$ 34.86	
1239	Farnsworth	Chase	Richmond, VA	$ 34.86	
1163	Vargo	Steve	Richmond, VA	$ 34.86	
			Average:	***$ 37.80***	

Personnel Class:	*Environmental Scientist II*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1947	Davis	Melissa	Richmond, VA	$ 32.69	
2770	Donohue	Mary	Richmond, VA	$ 29.81	
2077	Heath	Sarah	Richmond, VA	$ 30.05	
2113	Portwood	Emily	Richmond, VA	$ 27.64	
1834	Wines	Hunter	Richmond, VA	$ 31.97	
			Average:	***$ 30.43***	

Personnel Class:	*Environmental Scientist I*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2100	Belios	Alissa	Richmond, VA	$ 26.68	
2369	Burket	Alanna	Richmond, VA	$ 27.16	
2143	Crumrine	Ben	Richmond, VA	$ 28.13	
1847	Farnsworth	Cole	Richmond, VA	$ 27.16	
			Average:	***$ 27.28***	

Personnel Class:	*Environmental Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2747	Anderson	Reid	Richmond, VA	$ 23.56	
2457	Brooks	Melvin	Richmond, VA	$ 22.12	
2398	Culver	Parker	Richmond, VA	$ 23.56	
			Average:	***$ 23.08***	

Personnel Class:	*Senior PM/Geotechnical*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1285	Reeves	Nathan	Richmond, VA	$ 64.42	
1933	Smith	Don	Richmond, VA	$ 56.63	
			Average:	***$ 60.53***	

Personnel Class:	*Project Manager/Geotechnical*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1631	Robinson	Joe	Richmond, VA	$ 52.98	
0937	Ruffin	Julian	Richmond, VA	$ 46.37	
			Average:	***$ 49.68***	

Personnel Class:	*Geotechnical Engineer I*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2387	Losa-Salano	Carlos	Richmond, VA	$ 33.65	
2884	Strunk	Julie	Richmond, VA	$ 30.05	
			Average:	***$ 31.85***	

Personnel Class:	*Senior PM/Licensed Surveyor*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1714	Genthner	John	Ashburn, VA	$ 52.88	
1494	Smeraldo	Jeff	Ashburn, VA	$ 66.11	
			Average:	***$ 59.50***	

Personnel Class:	Project Manager/Survey				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2354	Lilly	Justin	Ashburn, VA	$ 52.88	
			Average:	***$ 52.88***	

Personnel Class:	Senior Survey Technician				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1934	Barrett	Thomas	Ashburn, VA	$ 45.19	
1655	Beall	Shawn	Ashburn, VA	$ 37.00	
1640	Castle	Thomas	Ashburn, VA	$ 38.46	
2112	Galan-Torrego	Daniel	Ashburn, VA	$ 41.35	
1500	Shepard	Matt	Ashburn, VA	$ 46.15	
			Average:	***$ 41.63***	

Personnel Class:	Survey Technician				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2636	Ball	Joshua	Ashburn, VA	$ 35.58	
2720	Ossorio-Laracuente	Miguel	Ashburn, VA	$ 37.00	
			Average:	***$ 36.29***	

Personnel Class:	Survey Party Chief				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2445	Anderson	Dan	Ashburn, VA	$ 40.38	
1771	Burk	Brian	Ashburn, VA	$ 26.92	
1694	Davies	Dustin	Ashburn, VA	$ 30.53	
1509	Soto-Rivera	Emil	Ashburn, VA	$ 39.42	
1857	Whetzel	Jay	Ashburn, VA	$ 31.73	
			Average:	***$ 33.80***	

Personnel Class:	Survey Instrument Operator				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2564	Carroll	Tyjuann	Ashburn, VA	$ 20.67	
2046	Mayl	Austin	Ashburn, VA	$ 21.00	
1941	Seiger	Daniel	Ashburn, VA	$ 22.60	
			Average:	***$ 21.42***	

Personnel Class:	*Right of Way Manager*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1906	Daniel	Joanne	Richmond, VA	$ 41.35	
1904	Sckinto	Joe	Richmond, VA	$ 45.19	
			Average:	***$ 43.27***	

Personnel Class:	*Administrative Assistant*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
0307	Edge	Janet	Richmond, VA	$ 33.17	
2741	Poole	Lindsey	Ashburn, VA	$ 25.00	
			Average:	***$ 29.09***	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Timmons Group**

Personnel Class:	*Enter Personnel Classification Title*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1000	Last Name	First Name, MI	City, State		
			Average:		

Personnel Class:	*Enter Personnel Classification Title*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2000	Last Name	First Name, MI	City, State		
2001	Last Name	First Name, MI	City, State		
			Average:		

Personnel Class:	*Enter Personnel Classification Title*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
3000	Last Name	First Name, MI	City, State		
3001	Last Name	First Name, MI	City, State		
			Average:		

Personnel Class:	*Enter Personnel Classification Title*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
4000	Last Name	First Name, MI	City, State		
4001	Last Name	First Name, MI	City, State		
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Timmons Group**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Senior Project Manager	$ 71.26
Project Manager/Senior Engineer	$ 46.13
Project Engineer III/Senior Designer	$ 40.55
Project Engineer II/Designer	$ 35.34
Project Engineer I	$ 33.21
Senior PM/Landscape Architect	$ 58.41
Project Manager/Landscape Architect	$ 38.94
Lanscape Planner III	$ 34.98
Landscape Planner II	$ 30.77
Landscape Planner I	$ 29.57
Senior PM/Environmental	$ 61.70
Senior Environmental Scientist	$ 37.80
Environmental Scientist II	$ 30.43
Environmental Scientist I	$ 27.28
Environmental Technician	$ 23.08
Senior PM/Geotechnical	$ 60.53
Project Manager/Geotechnical	$ 49.68
Geotechnical Engineer I	$ 31.85
Senior PM/Licensed Surveyor	$ 59.50
Project Manager/Survey	$ 52.88
Senior Survey Technician	$ 41.63
Survey Technician	$ 36.29
Survey Party Chief	$ 33.80
Survey Instrument Operator	$ 21.42
Right of Way Manager	$ 43.27
Administrative Assistant	$ 29.09

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate

TAB G: Home Office - Rate Schedule

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Timmons Group**

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 157.18%	Facilities Cost Cap 0.20%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Project Manager	$ 71.26	1.75%	$ 72.51	$113.97	$0.15	$ 186.63	$ 18.56	$ 205.19	
Project Manager/Senior Engineer	$ 46.13	1.75%	$ 46.93	$73.77	$0.09	$ 120.80	$ 12.01	$ 132.81	
Project Engineer III/Senior Designer	$ 40.55	1.75%	$ 41.25	$64.84	$0.08	$ 106.18	$ 10.56	$ 116.74	
Project Engineer II/Designer	$ 35.34	1.75%	$ 35.96	$56.51	$0.07	$ 92.54	$ 9.20	$ 101.75	
Project Engineer I	$ 33.21	1.75%	$ 33.79	$53.12	$0.07	$ 86.98	$ 8.65	$ 95.63	
Senior PM/Landscape Architect	$ 58.41	1.75%	$ 59.43	$93.42	$0.12	$ 152.97	$ 15.22	$ 168.19	
Project Manager/Landscape Architect	$ 38.94	1.75%	$ 39.62	$62.28	$0.08	$ 101.98	$ 10.14	$ 112.12	
Lanscape Planner III	$ 34.98	1.75%	$ 35.59	$55.94	$0.07	$ 91.59	$ 9.11	$ 100.70	
Landscape Planner II	$ 30.77	1.75%	$ 31.31	$49.21	$0.06	$ 80.58	$ 8.01	$ 88.60	
Landscape Planner I	$ 29.57	1.75%	$ 30.09	$47.29	$0.06	$ 77.44	$ 7.70	$ 85.14	
Senior PM/Environmental	$ 61.70	1.75%	$ 62.78	$98.68	$0.13	$ 161.58	$ 16.07	$ 177.65	
Senior Environmental Scientist	$ 37.80	1.75%	$ 38.46	$60.46	$0.08	$ 99.00	$ 9.85	$ 108.85	
Environmental Scientist II	$ 30.43	1.75%	$ 30.96	$48.67	$0.06	$ 79.70	$ 7.93	$ 87.62	
Environmental Scientist I	$ 27.28	1.75%	$ 27.76	$43.63	$0.06	$ 71.45	$ 7.11	$ 78.56	
Environmental Technician	$ 23.08	1.75%	$ 23.48	$36.91	$0.05	$ 60.44	$ 6.01	$ 66.45	
Senior PM/Geotechnical	$ 60.53	1.75%	$ 61.58	$96.80	$0.12	$ 158.51	$ 15.77	$ 174.27	
Project Manager/Geotechnical	$ 49.68	1.75%	$ 50.54	$79.45	$0.10	$ 130.09	$ 12.94	$ 143.03	
Geotechnical Engineer I	$ 31.85	1.75%	$ 32.41	$50.94	$0.06	$ 83.41	$ 8.30	$ 91.71	
Senior PM/Licensed Surveyor	$ 59.50	1.75%	$ 60.54	$95.15	$0.12	$ 155.81	$ 15.50	$ 171.31	
Project Manager/Survey	$ 52.88	1.75%	$ 53.81	$84.57	$0.11	$ 138.48	$ 13.77	$ 152.26	
Senior Survey Technician	$ 41.63	1.75%	$ 42.36	$66.58	$0.08	$ 109.02	$ 10.84	$ 119.87	
Survey Technician	$ 36.29	1.75%	$ 36.93	$58.04	$0.07	$ 95.04	$ 9.45	$ 104.49	
Survey Party Chief	$ 33.80	1.75%	$ 34.39	$54.05	$0.07	$ 88.51	$ 8.80	$ 97.31	
Survey Instrument Operator	$ 21.42	1.75%	$ 21.80	$34.26	$0.04	$ 56.10	$ 5.58	$ 61.68	
Right of Way Manager	$ 43.27	1.75%	$ 44.03	$69.20	$0.09	$ 113.32	$ 11.27	$ 124.59	
Administrative Assistant	$ 29.09	1.75%	$ 29.59	$46.52	$0.06	$ 76.17	$ 7.58	$ 83.75	
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 157.18%	Facilities Cost Cap 0.20%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Project Manager	$ 72.51	3.50%	$ 75.05	$117.96	$0.15	$ 193.16	$ 19.21	$ 212.37	
Project Manager/Senior Engineer	$ 46.93	3.50%	$ 48.58	$76.35	$0.10	$ 125.02	$ 12.44	$ 137.46	
Project Engineer III/Senior Designer	$ 41.25	3.50%	$ 42.70	$67.11	$0.09	$ 109.90	$ 10.93	$ 120.83	
Project Engineer II/Designer	$ 35.96	3.50%	$ 37.21	$58.49	$0.07	$ 95.78	$ 9.53	$ 105.31	
Project Engineer I	$ 33.79	3.50%	$ 34.98	$54.97	$0.07	$ 90.02	$ 8.95	$ 98.97	
Senior PM/Landscape Architect	$ 59.43	3.50%	$ 61.51	$96.69	$0.12	$ 158.33	$ 15.75	$ 174.07	
Project Manager/Landscape Architect	$ 39.62	3.50%	$ 41.01	$64.46	$0.08	$ 105.55	$ 10.50	$ 116.05	
Lanscape Planner III	$ 35.59	3.50%	$ 36.83	$57.89	$0.07	$ 94.80	$ 9.43	$ 104.23	
Landscape Planner II	$ 31.31	3.50%	$ 32.40	$50.93	$0.06	$ 83.40	$ 8.30	$ 91.70	
Landscape Planner I	$ 30.09	3.50%	$ 31.14	$48.95	$0.06	$ 80.15	$ 7.97	$ 88.12	
Senior PM/Environmental	$ 62.78	3.50%	$ 64.98	$102.13	$0.13	$ 167.24	$ 16.63	$ 183.87	
Senior Environmental Scientist	$ 38.46	3.50%	$ 39.81	$62.57	$0.08	$ 102.46	$ 10.19	$ 112.66	
Environmental Scientist II	$ 30.96	3.50%	$ 32.05	$50.37	$0.06	$ 82.49	$ 8.20	$ 90.69	
Environmental Scientist I	$ 27.76	3.50%	$ 28.73	$45.16	$0.06	$ 73.95	$ 7.36	$ 81.30	
Environmental Technician	$ 23.48	3.50%	$ 24.31	$38.20	$0.05	$ 62.56	$ 6.22	$ 68.78	
Senior PM/Geotechnical	$ 61.58	3.50%	$ 63.74	$100.19	$0.13	$ 164.05	$ 16.32	$ 180.37	
Project Manager/Geotechnical	$ 50.54	3.50%	$ 52.31	$82.23	$0.10	$ 134.64	$ 13.39	$ 148.04	
Geotechnical Engineer I	$ 32.41	3.50%	$ 33.54	$52.72	$0.07	$ 86.33	$ 8.59	$ 94.92	
Senior PM/Licensed Surveyor	$ 60.54	3.50%	$ 62.65	$98.48	$0.13	$ 161.26	$ 16.04	$ 177.30	
Project Manager/Survey	$ 53.81	3.50%	$ 55.69	$87.53	$0.11	$ 143.33	$ 14.26	$ 157.59	
Senior Survey Technician	$ 42.36	3.50%	$ 43.84	$68.91	$0.09	$ 112.84	$ 11.22	$ 124.06	
Survey Technician	$ 36.93	3.50%	$ 38.22	$60.07	$0.08	$ 98.36	$ 9.78	$ 108.15	
Survey Party Chief	$ 34.39	3.50%	$ 35.59	$55.94	$0.07	$ 91.60	$ 9.11	$ 100.72	
Survey Instrument Operator	$ 21.80	3.50%	$ 22.56	$35.46	$0.05	$ 58.07	$ 5.78	$ 63.84	
Right of Way Manager	$ 44.03	3.50%	$ 45.57	$71.62	$0.09	$ 117.28	$ 11.67	$ 128.95	
Administrative Assistant	$ 29.59	3.50%	$ 30.63	$48.14	$0.06	$ 78.83	$ 7.84	$ 86.68	
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Timmons Group**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate	Facilities Cost Cap	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate	Facilities Cost Cap	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funde**
RFP No:	**RFP01-22ks**
Consultant:	**Timmons Group**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

See attached list

Other Non-Salary Direct Costs:

Any required non-salary direct costs will be billed "at cost". Estimates and/or quotes for these items will be provided with our fee proposal for specific projects.

TAB A: PRE-AWARD EVALUATION DOCUMENTATION CHECKLIST - Fixed Billable Rates

Effective Date:	**May 31, 2022**
RFP Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No./UPC No.:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

This checklist is provided to ensure that all information necessary for completion of a Pre-Award Review by VDOT's Assurance and Compliance Office is included in the submittal. **THIS CHECKLIST MUST BE COMPLETED, SIGNED, AND SUBMITTED FOR THE PRIME CONSULTANT AND EACH SUB-CONSULTANT.** The prime consultant shall submit a completed fee proposal in Excel for itself and all of the sub-consultants, to include all information described below.
Enter an "x" in each block as it applies to this specific procurement.

Consultant Type:	
	Prime Consultant
X	Sub Consultant

Certification of Wage Rates:	
X	Form signed by an executive or financial officer of the firm attesting to the accuracy of the hourly wage rates.

Personnel Classifications - Home Office and Field Office Personnel:	
X	Completed template.
X	A listing of each proposed employee, to include employee ID #, name, office location and hourly wage rate.
X	Actual payroll registers provided for each proposed employee.

Labor Summary:	
X	Verification that correct information transferred from Personnel Classification sheets.

Rate Schedules - Home Office and Field Office Personnel:	
X	Verification that correct information transferred from Labor Summary sheet (Average hourly rate) to Rate Schedules (Hourly Wage Rate).
X	Escalation factor entered (if allowed).
	VDOT-ACO accepted indirect cost rate entered.
	VDOT-ACO accepted Facilities Cost of Capital (FCC) rate entered (if applicable).
X	Net Fee (if provided).

Non-Salary Direct Costs:	
	All proposed costs itemized.
	Rental/Master Lease agreement and related schedules provided for proposed rentals or leases of vehicles/equipment.
X	For unit priced goods/services, Usual and Customary Attestation letter signed by a senior executive and standard fee schedule provided.
	Vendor quotes provided for other proposed goods/services (e.g., laboratory testing, geotechnical testing)

Additional Documentation Required with submittal:	
X	VDOT Contractor Cost Certification (CCC) of Final Indirect Cost Rates Form, completed and signed by an executive or financial officer (for Prime and each sub-consultant)

Consultant: Sophia Williams President
Printed Name of Consultant Project Manager


Signature

Dated: 10/5/2022

Certifies the fee proposal package is complete and e-mailed to [enter email address for submission].

[Enter LPA Name]: Wayne L. Wright
Printed Name of [LPA] Project Manager or Procurement Officer

Signature

Dated:

Certifies the fee proposal package is complete.

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Peggy Malone & associates, Inc.	203.84%	1.32%		75.00%	7/12/2021

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Sophia Williams
Title of Certifying Official:	President
Signature:	
Date of Certification:	October 5, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

Personnel Class:	*Technical Project Manager A*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Green	Judy, L	Jacksonville	$ 36.06	
	Williams	Sophia, L	Jacksonville	$ 41.83	
			Average:	***$ 38.95***	

Personnel Class:	*Survey Crew Chief C*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Whitman	Ricky, J	Ashland/Jacksonville	$ 41.25	
			Average:	***$ 41.25***	

Personnel Class:	*Administrative Assistant A*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Compton	Caitlyn, S	Jacksonville	$ 24.37	
	Hardie	Michelle, N	Jacksonville	$ 19.00	
			Average:	***$ 21.69***	

Personnel Class:	*Survey Technician C*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Bruce	Jason, R	Jacksonville	$ 21.63	
	Elliott	Barrington, s	Ashland	$ 19.95	
	Garcia	Jose, M	Jacksonville	$ 26.44	
	Ghioto	Martin, J	Jacksonville	$ 26.75	
	Johnson	Ryan, A	Jacksonville	$ 19.95	
	Ogg	Todd, B	Ashland	$ 27.50	
	Simmons	Ronald, L	Ashland	$ 23.75	
	Wilkes	Allen, O	Jacksonville	$ 25.00	
	Freel III	Kenneth, R	Jacksonville	$ 24.40	
	Leigh	Kevin, D	Ashland	$ 22.84	
	Shelton	Terrence L	Ashland	$ 19.65	
			Average:	***$ 23.44***	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

Personnel Class:	NA				
Empl ID #	*Last Name, Suffix*	*First Name, MI*	*Office Location*	*Enter Hourly Wage Rate*	*Negotiated/Capped Rates*
			Average:		

Personnel Class:	NA				
Empl ID #	*Last Name, Suffix*	*First Name, MI*	*Office Location*	*Enter Hourly Wage Rate*	*Negotiated/Capped Rates*
			Average:		

Personnel Class:	NA				
Empl ID #	*Last Name, Suffix*	*First Name, MI*	*Office Location*	*Enter Hourly Wage Rate*	*Negotiated/Capped Rates*
			Average:		

Personnel Class:	NA				
Empl ID #	*Last Name, Suffix*	*First Name, MI*	*Office Location*	*Enter Hourly Wage Rate*	*Negotiated/Capped Rates*
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Technical Project Manager A	$ 38.95
Survey Crew Chief C	$ 41.25
Administrative Assistant A	$ 21.69
Survey Technician C	$ 23.44

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
NA	
NA	
NA	
NA	

TAB G: Home Office - Rate Schedule

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 203.84%	Facilities Cost Cap 1.32%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Technical Project Manager A	$ 38.95	1.75%	$ 39.63	$80.77	$0.52	$ 120.92	$ 10.14	$ 131.07	
Survey Crew Chief C	$ 41.25	1.75%	$ 41.97	$85.56	$0.55	$ 128.08	$ 10.74	$ 138.83	
Administrative Assistant A	$ 21.69	1.75%	$ 22.06	$44.98	$0.29	$ 67.33	$ 5.65	$ 72.98	
Survey Technician C	$ 23.44	1.75%	$ 23.85	$48.62	$0.31	$ 72.79	$ 6.11	$ 78.89	

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 203.84%	Facilities Cost Cap 1.32%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Technical Project Manager A	$ 39.63	3.50%	$ 41.01	$83.60	$0.54	$ 125.16	$ 10.50	$ 135.66	
Survey Crew Chief C	$ 41.97	3.50%	$ 43.44	$88.55	$0.57	$ 132.56	$ 11.12	$ 143.69	
Administrative Assistant A	$ 22.06	3.50%	$ 22.84	$46.55	$0.30	$ 69.69	$ 5.85	$ 75.53	
Survey Technician C	$ 23.85	3.50%	$ 24.69	$50.32	$0.33	$ 75.33	$ 6.32	$ 81.65	

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate	Facilities Cost Cap	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
NA		1.75%							
NA		1.75%							
NA		1.75%							
NA		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 0.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
NA		3.50%							
NA		3.50%							
NA		3.50%							
NA		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 31, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally fund**
RFP No:	**RFP01-22ks**
Consultant:	**Peggy Malone & Associates, Inc.**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

Turning Movements, Vehicle Occupancy and Intersection Delay Counts	
	Year 1
4 hour 1-person	$735.64
4 hour 2-person	$1,178.94
8 hour 1-person	$1,052.28
8 hour 2-person	$1,812.22
12 hour 1-person	$1,368.92
12 hour 2-person	$2,445.50
Volume Hose Counts	
24-hour approach or bidirectional count	$284.13
48-hour approach count (1 direction)	$321.71
48-hour bidirectional count	$363.29
72-hour approach count	$551.68
72-hour bidirectional count	$591.26
7-day count	$882.96
Class and/or Speed Hose Counts	
24-hour speed or class count BY LANE	$284.13
48-hour speed or class count BY LANE	$363.29
72-hour speed or class count BY LANE	$591.26
7-day speed or class count BY LANE	$836.84
Video ADT Counts Volume	
24-Hour Approach (1 Lane)	$343.50
24-Hour Approach (2-4 Lanes)	$383.08

48 Hour Approach (1 Lane)	$422.66	
48-Hour Approach (2-4 Lane)	$442.45	
72-Hour Approach (1 Lane)	$571.47	
72-Hour Approach (2-4 Lane)	$611.05	
Video ADT Counts Class		
24-Hour Approach BY LANE	$323.71	
48 Hour Approach BY LANE	$402.87	
72-Hour Approach BY LANE	$571.47	
* These rates are all inclusive of Expenses		

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

PEGGY MALONE & ASSOCIATES
TRAFFIC DATA COLLECTION

Fauquier County Planning, Architectural & Engineering Services
RFP 01-22ks

Turning Movements, Vehicle Occupancy and Intersection Delay Counts

	Year 1
4 hour 1-person	$735.64
4 hour 2-person	$1,178.94
8 hour 1-person	$1,052.28
8 hour 2-person	$1,812.22
12 hour 1-person	$1,368.92
12 hour 2-person	$2,445.50

Volume Hose Counts

24-hour approach or bidirectional count	$284.13
48-hour approach count (1 direction)	$321.71
48-hour bidirectional count	$363.29
72-hour approach count	$551.68
72-hour bidirectional count	$591.26
7-day count	$882.96

Class and/or Speed Hose Counts

24-hour speed or class count BY LANE	$284.13
48-hour speed or class count BY LANE	$363.29
72-hour speed or class count BY LANE	$591.26
7-day speed or class count BY LANE	$836.84

Video ADT Counts Volume

24-Hour Approach (1 Lane)	$343.50
24-Hour Approach (2-4 Lanes)	$383.08
48 Hour Approach (1 Lane)	$422.66
48-Hour Approach (2-4 Lane)	$442.45
72-Hour Approach (1 Lane)	$571.47
72-Hour Approach (2-4 Lane)	$611.05

Video ADT Counts Class

24-Hour Approach BY LANE	$323.71
48 Hour Approach BY LANE	$402.87
72-Hour Approach BY LANE	$571.47

* These rates are all inclusive of Expenses

David Baskin, Vice President 5/26/2022

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: Peggy Malone & Associates, Inc.

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate		149.46%	75%
Facilities Cost of Capital Rate		1.05%	
Direct Expense Rate			
Other Rate:			
Other Rate:			

Date of Proposal Preparation: 10/5/2022 Fiscal Period Covered: 01/01/2021 to 12/31/2021

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: Sophia Williams Print Name: Sophia Williams

Title: President Email: swilliams@peggymalone.com

Date of Certification: August 16th, 2022

Please submit this form with your CPA audit report and/or Cognizant agency audit report, by email, as an Adobe® pdf document to VDOT's Assurance and Compliance Office mailbox at ACO@VDOT.Virginia.gov

PEGGY MALONE & ASSOCIATES
TRAFFIC DATA COLLECTION

14286 Beach Blvd
Suite 19-345
Jacksonville, FL 32250

Phone: 904-992-8072
Toll Free: 888-247-8602
Fax: 904-223-0021

DBE Certified in: FL, GA & VA

October 5, 2022

Re: Usual and Customary Rates –RFP01-22ks

Dear VDOT Procurement Officer:

Peggy Malone & Associates, Inc. confirms and attest that the rates submitted as non-salary direct cost for the attached list of items are the normal/standard and customary rates charged to all public and private industry customers within Virginia.

The attached list of referenced non-salary direct cost will be charged only when the goods or service is utilized on the resultant agreement and with prior approval from the Department.

Thank you,

Peggy Malone & Associates, Inc.

Sophia Williams
President

Attachment

TAB A: PRE-AWARD EVALUATION DOCUMENTATION CHECKLIST - Fixed Billable Rates

Effective Date:	**October 10, 2022**
RFP Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No./UPC No.:	**RFP01-22ks**
Consultant:	**On Point Transportation PR**

This checklist is provided to ensure that all information necessary for completion of a Pre-Award Review by VDOT's Assurance and Compliance Office is included in the submittal. **THIS CHECKLIST MUST BE COMPLETED, SIGNED, AND SUBMITTED FOR THE PRIME CONSULTANT AND EACH SUB-CONSULTANT.** The prime consultant shall submit a completed fee proposal in Excel for itself and all of the sub-consultants, to include all information described below.
Enter an "x" in each block as it applies to this specific procurement.

Consultant Type:	
	Prime Consultant
X	Sub Consultant

Certification of Wage Rates:	
X	Form signed by an executive or financial officer of the firm attesting to the accuracy of the hourly wage rates.

Personnel Classifications - Home Office and Field Office Personnel:	
X	Completed template.
X	A listing of each proposed employee, to include employee ID #, name, office location and hourly wage rate.
X	Actual payroll registers provided for each proposed employee.

Labor Summary:	
X	Verification that correct information transferred from Personnel Classification sheets.

Rate Schedules - Home Office and Field Office Personnel:	
X	Verification that correct information transferred from Labor Summary sheet (Average hourly rate) to Rate Schedules (Hourly Wage Rate).
X	Escalation factor entered (if allowed).
X	VDOT-ACO accepted indirect cost rate entered.
X	VDOT-ACO accepted Facilities Cost of Capital (FCC) rate entered (if applicable).
X	Net Fee (if provided).

Non-Salary Direct Costs:	
X	All proposed costs itemized.
X	Rental/Master Lease agreement and related schedules provided for proposed rentals or leases of vehicles/equipment.
X	For unit priced goods/services, Usual and Customary Attestation letter signed by a senior executive and standard fee schedule provided.
X	Vendor quotes provided for other proposed goods/services (e.g., laboratory testing, geotechnical testing)

Additional Documentation Required with submittal:	
X	VDOT Contractor Cost Certification (CCC) of Final Indirect Cost Rates Form, completed and signed by an executive or financial officer (for Prime and each sub-consultant)

Consultant: Mike Carosi
Printed Name of Consultant Project Manager


Signature

Dated: 10.10.22

Certifies the fee proposal package is complete and e-mailed to Kathy.Stanley@fauquiercounty.gov

Fauquier County

Kathy H. Stanley, CPP, CPPB, CPS

Signature

Dated:

Certifies the fee proposal package is complete.

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**October 10, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**On Point Transportation PR**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
On Point Transportation PR	110.00%	0.00%	75.00%	0.00%	3.15.22

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**October 10, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**On Point Transportation PR**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Mike Carosi
Title of Certifying Official:	President
Signature:	
Date of Certification:	10.10.22

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**October 10, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**On Point Transportation PR**

Personnel Class:	*Senior Public Relations Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
001	Carosi	Mike	Virginia Beach, VA	$ 60.10	
002	Koehler	Ha	Virginia Beach, VA	$ 60.10	
			Average:	***$ 60.10***	***$ 52.00***

Personnel Class:	*Public Relations Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
003	Dell	Shelby	Virginia Beach, VA	$ 32.45	
014	Brown	Stefanie	Roanoke, VA	$ 36.05	
			Average:	***$ 34.25***	

Personnel Class:	*Creative - Graphic Design Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
007	Williams	Melissa	Virginia Beach, VA	$ 38.46	
			Average:	***$ 38.46***	

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
			Average:		

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	**October 10, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**On Point Transportation PR**

Personnel Class:	*Senior Public Relations Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
001	Carosi	Mike	Virginia Beach, VA	$ 60.10	
002	Koehler	Ha	Virginia Beach, VA	$ 60.10	
			Average:	***$ 60.10***	***$ 52.00***

Personnel Class:	*Public Relations Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
003	Dell	Shelby	Virginia Beach, VA	$ 32.45	
014	Brown	Stefanie	Roanoke, VA	$ 36.05	
			Average:	***$ 34.25***	

Personnel Class:	*Creative - Graphic Design Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
007	Williams	Melissa	Virginia Beach, VA	$ 38.46	
			Average:	***$ 38.46***	

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**October 10, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**On Point Transportation PR**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Senior Public Relations Specialist	$ 52.00
Public Relations Specialist	$ 34.25
Creative - Graphic Design Specialist	$ 38.46

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Senior Public Relations Specialist	$ 52.00
Public Relations Specialist	$ 34.25
Creative - Graphic Design Specialist	$ 38.46

TAB G: Home Office - Rate Schedule

Effective Date:	October 10, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	On Point Transportation PR

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Public Relations Specialist	$ 52.00	1.75%	$ 52.91	$58.20	$0.00	$ 111.11	$ 11.11	$ 122.22	
Public Relations Specialist	$ 34.25	1.75%	$ 34.85	$38.33	$0.00	$ 73.18	$ 7.32	$ 80.50	
Creative - Graphic Design Specialist	$ 38.46	1.75%	$ 39.13	$43.05	$0.00	$ 82.18	$ 8.22	$ 90.40	
-		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 110.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Public Relations Specialist	$ 52.91	3.50%	$ 54.76	$60.24	$0.00	$ 115.00	$ 11.50	$ 126.50	
Public Relations Specialist	$ 34.85	3.50%	$ 36.07	$39.68	$0.00	$ 75.75	$ 7.57	$ 83.32	
Creative - Graphic Design Specialist	$ 39.13	3.50%	$ 40.50	$44.55	$0.00	$ 85.06	$ 8.51	$ 93.56	
-		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	October 10, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	On Point Transportation PR

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 75.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Public Relations Specialist	$ 52.00	1.75%	$ 52.91	$39.68	$0.00	$ 92.59	$ 9.26	$ 101.85	
Public Relations Specialist	$ 34.25	1.75%	$ 34.85	$26.14	$0.00	$ 60.99	$ 6.10	$ 67.09	
Creative - Graphic Design Specialist	$ 38.46	1.75%	$ 39.13	$29.35	$0.00	$ 68.48	$ 6.85	$ 75.33	
-		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 75.00%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Public Relations Specialist	$ 52.91	3.50%	$ 54.76	$41.07	$0.00	$ 95.83	$ 9.58	$ 105.42	
Public Relations Specialist	$ 34.85	3.50%	$ 36.07	$27.05	$0.00	$ 63.12	$ 6.31	$ 69.43	
Creative - Graphic Design Specialist	$ 39.13	3.50%	$ 40.50	$30.38	$0.00	$ 70.88	$ 7.09	$ 77.97	
-		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**October 10, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funde**
RFP No:	**RFP01-22ks**
Consultant:	**On Point Transportation PR**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Other Non-Salary Direct Costs:

Any required non-salary direct costs will be billed "at cost". Estimates and/or quotes for these items will be provided with our fee proposal for specific projects.

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: Harris Miller Miller & Hanson Inc.

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate	N/A	197.42%	N/A
Facilities Cost of Capital Rate	N/A	.33%	N/A
Direct Expense Rate	N/A	N/A	N/A
Other Rate:	N/A	N/A	N/A
Other Rate:	N/A	N/A	N/A

Date of Proposal Preparation: 5/31/2022 Fiscal Period Covered: 7/1/2020 – 6/30/2021

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: D Wasiuk Print Name: Diana B. Wasiuk

Title: President & CEO Email: dwasiuk@hmmh.com

Date of Certification: 5/27/2022

Please submit this form with your CPA audit report and/or Cognizant agency audit report, by email, as an Adobe® pdf document to VDOT's Assurance and Compliance Office mailbox at ACO@VDOT.Virginia.gov

TAB A: PRE-AWARD EVALUATION DOCUMENTATION CHECKLIST - Fixed Billable Rates

Effective Date:	**May 27, 2022**
RFP Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No./UPC No.:	**RFP01-22ks**
Consultant:	**Harris Miller Miller & Hanson Inc.**

This checklist is provided to ensure that all information necessary for completion of a Pre-Award Review by VDOT's Assurance and Compliance Office is included in the submittal. **THIS CHECKLIST MUST BE COMPLETED, SIGNED, AND SUBMITTED FOR THE PRIME CONSULTANT AND EACH SUB-CONSULTANT.** The prime consultant shall submit a completed fee proposal in Excel for itself and all of the sub-consultants, to include all information described below.
Enter an "x" in each block as it applies to this specific procurement.

Consultant Type:	
	Prime Consultant
X	Sub Consultant

Certification of Wage Rates:	
X	Form signed by an executive or financial officer of the firm attesting to the accuracy of the hourly wage rates.

Personnel Classifications - Home Office and Field Office Personnel:	
X	Completed template.
X	A listing of each proposed employee, to include employee ID #, name, office location and hourly wage rate.
	Actual payroll registers provided for each proposed employee.

Labor Summary:	
X	Verification that correct information transferred from Personnel Classification sheets.

Rate Schedules - Home Office and Field Office Personnel:	
X	Verification that correct information transferred from Labor Summary sheet (Average hourly rate) to Rate Schedules (Hourly Wage Rate).
X	Escalation factor entered (if allowed).
X	VDOT-ACO accepted indirect cost rate entered.
X	VDOT-ACO accepted Facilities Cost of Capital (FCC) rate entered (if applicable).
X	Net Fee (if provided).

Non-Salary Direct Costs:	
X	All proposed costs itemized.
	Rental/Master Lease agreement and related schedules provided for proposed rentals or leases of vehicles/equipment.
	For unit priced goods/services, Usual and Customary Attestation letter signed by a senior executive and standard fee schedule provided.
	Vendor quotes provided for other proposed goods/services (e.g., laboratory testing, geotechnical testing)

Additional Documentation Required with submittal:	
C	VDOT Contractor Cost Certification (CCC) of Final Indirect Cost Rates Form, completed and signed by an executive or financial officer (for Prime and each sub-consultant)

Consultant: Christopher Bajdek
Printed Name of Consultant Project Manager


Signature

Dated: 10/4/2022

Certifies the fee proposal package is complete and e-mailed to Kathy.Stanley@fauquiercounty.gov

Fauquier County

Kathy H. Stanley, CPP, CPPB, CPS

Signature

Dated:

Certifies the fee proposal package is complete.

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Harris Miller Miller & Hanson Inc.**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Harris Miller Miller & Hanson Inc.	197.42%	0.33%			1/31/2022

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Harris Miller Miller & Hanson Inc.**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Diana Wasiuk
Title of Certifying Official:	President & CEO
Signature:	
Date of Certification:	October 4, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Harris Miller Miller & Hanson Inc.**

Personnel Class:	*Project Manager*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
00083	Bajdek	Christopher, J	Burlington, MA	$ 62.74	
00114	Mentzer	Robert, C	Auburndale, FL	$ 71.39	
00270	DeVita	Philip, M	Burlington, MA	$ 67.30	
00331	Noel	Scott, R	West Linn, OR	$ 63.45	
			Average:	***$ 66.22***	

Personnel Class:	*Sr. Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
00236	Hamilton	Michael	Burlington, MA	$ 49.74	
00262	Cox	Eric	Burlington, MA	$ 50.95	
00337	Tannler	Dillon, S	Anaheim, CA	$ 42.06	
00348	Cruz	Tara, E	New York, NY	$ 37.73	
			Average:	***$ 45.12***	

Personnel Class:	*Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
00305	Jubera	Hayden, T	Burlington, MA	$ 34.85	
00312	Scarano	Dominic, M	Burlington, MA	$ 35.09	
00365	Brownlow	Priscilla, D	Burlington, MA	$ 37.02	
			Average:	***$ 35.65***	

Personnel Class:	*Jr. Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
00334	Sarrate	Mariano	Anaheim, CA	$ 32.93	
00338	Ma	Vincent	Anaheim, CA	$ 32.69	
00360	Echeverria	Henry	Anaheim, CA	$ 28.60	
00369	Pecci	Avery	Burlington, MA	$ 30.05	
00382	Fleming	Sean	Burlington, MA	$ 31.25	
			Average:	***$ 31.10***	

Personnel Class:	*Principal Consultant*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***

00020	Menge	Christopher, W	Burlington, MA	$ 84.91	
00327	Weston	John, C	Burlington, MA	$ 85.57	
			Average:	***$ 85.24***	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Harris Miller Miller & Hanson Inc.**

Personnel Class:	*Project Manager*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
1000	Last Name	First Name, MI	City, State		
			Average:		

Personnel Class:	*Sr. Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
2000	Last Name	First Name, MI	City, State		
2001	Last Name	First Name, MI	City, State		
			Average:		

Personnel Class:	*Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
3000	Last Name	First Name, MI	City, State		
3001	Last Name	First Name, MI	City, State		
			Average:		

Personnel Class:	*Jr. Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
4000	Last Name	First Name, MI	City, State		
4001	Last Name	First Name, MI	City, State		
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Harris Miller Miller & Hanson Inc.**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	$ 66.22
Sr. Engineer	$ 45.12
Engineer	$ 35.65
Jr. Engineer	$ 31.10
Principal Consultant	$ 85.24

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Project Manager	
Sr. Engineer	
Engineer	
Jr. Engineer	

TAB G: Home Office - Rate Schedule

Effective Date:	May 27, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Harris Miller Miller & Hanson Inc.

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 197.42%	Facilities Cost Cap 0.33%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 66.22	1.75%	$ 67.38	$133.02	$0.22	$ 200.62	$ 17.25	$ 217.87	
Sr. Engineer	$ 45.12	1.75%	$ 45.91	$90.63	$0.15	$ 136.70	$ 11.75	$ 148.45	
Engineer	$ 35.65	1.75%	$ 36.28	$71.62	$0.12	$ 108.02	$ 9.29	$ 117.30	
Jr. Engineer	$ 31.10	1.75%	$ 31.65	$62.48	$0.10	$ 94.23	$ 8.10	$ 102.33	
Principal Consultant	$ 85.24	1.75%	$ 86.73	$171.23	$0.29	$ 258.24	$ 22.20	$ 280.45	
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 197.42%	Facilities Cost Cap 0.33%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager	$ 67.38	3.50%	$ 69.74	$137.68	$0.23	$ 207.64	$ 17.85	$ 225.49	
Sr. Engineer	$ 45.91	3.50%	$ 47.52	$93.81	$0.16	$ 141.48	$ 12.16	$ 153.64	
Engineer	$ 36.28	3.50%	$ 37.55	$74.13	$0.12	$ 111.80	$ 9.61	$ 121.41	
Jr. Engineer	$ 31.65	3.50%	$ 32.76	$64.67	$0.11	$ 97.53	$ 8.39	$ 105.92	
Principal Consultant	$ 86.73	3.50%	$ 89.77	$177.22	$0.30	$ 267.28	$ 22.98	$ 290.26	
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	May 27, 2022
Project Title:	Planning, Architectural and Eng. Open End Services, Federally funded Projects
RFP No.:	RFP01-22ks
Consultant:	Harris Miller Miller & Hanson Inc.

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager		1.75%							
Sr. Engineer		1.75%							
Engineer		1.75%							
Jr. Engineer		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Project Manager		3.50%							
Sr. Engineer		3.50%							
Engineer		3.50%							
Jr. Engineer		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funde**
RFP No:	**RFP01-22ks**
Consultant:	

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Other Non-Salary Direct Costs:

Any required non-salary direct costs will be billed "at cost". Estimates and/or quotes for these items will be provided with our fee proposal for specific projects.

TAB A: PRE-AWARD EVALUATION DOCUMENTATION CHECKLIST - Fixed Billable Rates

Effective Date:	**May 27, 2022**
RFP Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No./UPC No.:	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

This checklist is provided to ensure that all information necessary for completion of a Pre-Award Review by VDOT's Assurance and Compliance Office is included in the submittal. **THIS CHECKLIST MUST BE COMPLETED, SIGNED, AND SUBMITTED FOR THE PRIME CONSULTANT AND EACH SUB-CONSULTANT.** The prime consultant shall submit a completed fee proposal in Excel for itself and all of the sub-consultants, to include all information described below.
Enter an "x" in each block as it applies to this specific procurement.

Consultant Type:	
	Prime Consultant
X	Sub Consultant

Certification of Wage Rates:	
X	Form signed by an executive or financial officer of the firm attesting to the accuracy of the hourly wage rates.

Personnel Classifications - Home Office and Field Office Personnel:	
X	Completed template.
X	A listing of each proposed employee, to include employee ID #, name, office location and hourly wage rate.
X	Actual payroll registers provided for each proposed employee.

Labor Summary:	
X	Verification that correct information transferred from Personnel Classification sheets.

Rate Schedules - Home Office and Field Office Personnel:	
X	Verification that correct information transferred from Labor Summary sheet (Average hourly rate) to Rate Schedules (Hourly Wage Rate).
X	Escalation factor entered (if allowed).
X	VDOT-ACO accepted indirect cost rate entered.
X	VDOT-ACO accepted Facilities Cost of Capital (FCC) rate entered (if applicable).
X	Net Fee (if provided).

Non-Salary Direct Costs:	
	All proposed costs itemized.
	Rental/Master Lease agreement and related schedules provided for proposed rentals or leases of vehicles/equipment.
	For unit priced goods/services, Usual and Customary Attestation letter signed by a senior executive and standard fee schedule provided.
	Vendor quotes provided for other proposed goods/services (e.g., laboratory testing, geotechnical testing)

Additional Documentation Required with submittal:	
X	VDOT Contractor Cost Certification (CCC) of Final Indirect Cost Rates Form, completed and signed by an executive or financial officer (for Prime and each sub-consultant)

Consultant: Alison W. Hanson, LS, President
Printed Name of Consultant Project Manager

Signature

Dated: 5/27/2022

Certifies the fee proposal package is complete and e-mailed to Kathy.Stanley@fauquiercounty.gov

Fauquier County

Kathy H. Stanley, CPP, CPPB, CPS

Signature

Dated:

Certifies the fee proposal package is complete.

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
H & B Surveying and Mapping, LLC	162.02%	1.22%	98.28%	0.00%	8/26/2021

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official: Alison W. Hanson, LS

Title of Certifying Official: President

Signature: 

Date of Certification: May 27, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

Personnel Class:	*Licensed Surveyor*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Hanson, LS	Alison W.	Richmond, VA	$ 69.23	
	Byrnside, LS	Leslie "Les" R.	Richmond, VA	$ 68.76	
	Good, LS	David	Richmond, VA	$ 48.58	
			Average:	***$ 62.19***	

Personnel Class:	*Senior Survey Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Brown, LS	Ryan M.	Richmond, VA	$ 37.82	
	Nash, LS	Jessica L.	Roanoke, VA	$ 35.00	
			Average:	***$ 36.41***	

Personnel Class:	*LIDAR Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Korkalo	Chris	Richmond, VA	$ 32.50	
			Average:	***$ 32.50***	

Personnel Class:	*Cadd / GIS Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Eberth	Robert	Richmond, VA	$ 28.00	
	Miller	Blair	Richmond, VA	$ 25.00	
	Thacker, LSIT	Conrad	Roanoke, VA	$ 25.00	
	Dunfee	Kathleen	Richmond, VA	$ 23.25	
			Average:	***$ 25.31***	

Personnel Class:	*Research*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Good, LS	David	Richmond, VA	$ 48.58	
	Brown, LS	Ryan M.	Richmond, VA	$ 37.82	
	Nash, LS	Jessica L.	Roanoke, VA	$ 35.00	
	Clare	Bryan	Richmond, VA	$ 31.00	
			Average:	***$ 38.10***	

Personnel Class:	*Scanner Field Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Clare	Bryan	Richmond, VA	$ 31.00	
	Miller	Blair	Richmond, VA	$ 25.00	
			Average:	***$ 28.00***	

Personnel Class:	*Survey Crew Chief*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Mills	Jason	Richmond, VA	$ 31.00	
	Clare	Bryan	Richmond, VA	$ 31.00	
			Average:	***$ 31.00***	

Personnel Class:	*Instrument Person*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Thacker, LSIT	Conrad	Richmond, VA	$ 25.00	
	Cole	Traverse	Richmond, VA	$ 24.00	
	Clare	Devlyn	Richmond, VA	$ 24.00	
	Vickers	Stephen	Richmond, VA	$ 24.00	
	Morris	John	Richmond, VA	$ 21.00	
	Widener	Tyler	Roanoke, VA	$ 21.50	
			Average:	***$ 23.25***	

Personnel Class:	*Rod Person*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Frye	Gresham	Richmond, VA	$ 18.00	
	Rowe	Christopher	Richmond, VA	$ 16.00	
	Pence	Nicholas	Richmond, VA	$ 17.00	
			Average:	***$ 17.00***	

Personnel Class:	*Administrative Assistant*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Walters	Deborah	Richmond, VA	$ 29.00	
			Average:	***$ 29.00***	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

Personnel Class:	*Licensed Surveyor*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Hanson, LS	Alison W.	Richmond, VA	$ 69.23	
	Byrnside, LS	Leslie "Les" R.	Richmond, VA	$ 68.76	
	Good, LS	David	Richmond, VA	$ 48.58	
			Average:	***$ 62.19***	

Personnel Class:	*Senior Survey Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Brown, LS	Ryan M.	Richmond, VA	$ 37.82	
	Nash, LS	Jessica L.	Roanoke, VA	$ 35.00	
			Average:	***$ 36.41***	

Personnel Class:	*LIDAR Specialist*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Korkalo	Chris	Richmond, VA	$ 32.50	
			Average:	***$ 32.50***	

Personnel Class:	*Cadd / GIS Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Eberth	Robert	Richmond, VA	$ 28.00	
	Miller	Blair	Richmond, VA	$ 25.00	
	Thacker, LSIT	Conrad	Roanoke, VA	$ 25.00	
	Dunfee	Kathleen	Richmond, VA	$ 23.25	
			Average:	***$ 25.31***	

Personnel Class:	*Research*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Good, LS	David	Richmond, VA	$ 48.58	
	Brown, LS	Ryan M.	Richmond, VA	$ 37.82	
	Nash, LS	Jessica L.	Roanoke, VA	$ 35.00	
	Clare	Bryan	Richmond, VA	$ 31.00	
			Average:	***$ 38.10***	

Personnel Class:	*Scanner Field Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Clare	Bryan	Richmond, VA	$ 31.00	
	Miller	Blair	Richmond, VA	$ 25.00	
			Average:	***$ 28.00***	

Personnel Class:	*Survey Crew Chief*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Mills	Jason	Richmond, VA	$ 31.00	
	Clare	Bryan	Richmond, VA	$ 31.00	
			Average:	***$ 31.00***	

Personnel Class:	*Instrument Person*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Thacker, LSIT	Conrad	Richmond, VA	$ 25.00	
	Cole	Traverse	Richmond, VA	$ 24.00	
	Clare	Devlyn	Richmond, VA	$ 24.00	
	Vickers	Stephen	Richmond, VA	$ 24.00	
	Morris	John	Richmond, VA	$ 21.00	
	Widener	Tyler	Roanoke, VA	$ 21.50	
			Average:	***$ 23.25***	

Personnel Class:	*Rod Person*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Frye	Gresham	Richmond, VA	$ 18.00	
	Rowe	Christopher	Richmond, VA	$ 16.00	
	Pence	Nicholas	Richmond, VA	$ 17.00	
			Average:	***$ 17.00***	

Personnel Class:	*Administrative Assistant*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	Walters	Deborah	Richmond, VA	$ 29.00	
			Average:	***$ 29.00***	

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Licensed Surveyor	$ 62.19
Senior Survey Technician	$ 36.41
LIDAR Specialist	$ 32.50
Cadd / GIS Technician	$ 25.31
Research	$ 38.10
Scanner Field Technician	$ 28.00
Survey Crew Chief	$ 31.00
Instrument Person	$ 23.25
Rod Person	$ 17.00
Administrative Assistant	$ 29.00

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Licensed Surveyor	$ 62.19
Senior Survey Technician	$ 36.41
LIDAR Specialist	$ 32.50
Cadd / GIS Technician	$ 25.31
Research	$ 38.10
Scanner Field Technician	$ 28.00
Survey Crew Chief	$ 31.00
Instrument Person	$ 23.25
Rod Person	$ 17.00
Administrative Assistant	$ 29.00

TAB G: Home Office - Rate Schedule

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 162.02%	Facilities Cost Cap 1.22%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Licensed Surveyor	$ 62.19	1.75%	$ 63.28	$102.52	$0.77	$ 166.57	$ 16.20	$ 182.77	
Senior Survey Technician	$ 36.41	1.75%	$ 37.05	$60.02	$0.45	$ 97.52	$ 9.48	$ 107.01	
LIDAR Specialist	$ 32.50	1.75%	$ 33.07	$53.58	$0.40	$ 87.05	$ 8.47	$ 95.52	
Cadd / GIS Technician	$ 25.31	1.75%	$ 25.76	$41.73	$0.31	$ 67.80	$ 6.59	$ 74.39	
Research	$ 38.10	1.75%	$ 38.77	$62.81	$0.47	$ 102.05	$ 9.92	$ 111.97	
Scanner Field Technician	$ 28.00	1.75%	$ 28.49	$46.16	$0.35	$ 75.00	$ 7.29	$ 82.29	
Survey Crew Chief	$ 31.00	1.75%	$ 31.54	$51.11	$0.38	$ 83.03	$ 8.07	$ 91.11	
Instrument Person	$ 23.25	1.75%	$ 23.66	$38.33	$0.29	$ 62.27	$ 6.06	$ 68.33	
Rod Person	$ 17.00	1.75%	$ 17.30	$28.03	$0.21	$ 45.53	$ 4.43	$ 49.96	
Administrative Assistant	$ 29.00	1.75%	$ 29.51	$47.81	$0.36	$ 77.68	$ 7.55	$ 85.23	
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 162.02%	Facilities Cost Cap 1.22%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Licensed Surveyor	$ 63.28	3.50%	$ 65.49	$106.11	$0.80	$ 172.40	$ 16.77	$ 189.17	
Senior Survey Technician	$ 37.05	3.50%	$ 38.34	$62.12	$0.47	$ 100.94	$ 9.82	$ 110.75	
LIDAR Specialist	$ 33.07	3.50%	$ 34.23	$55.45	$0.42	$ 90.10	$ 8.76	$ 98.86	
Cadd / GIS Technician	$ 25.76	3.50%	$ 26.66	$43.19	$0.33	$ 70.17	$ 6.82	$ 77.00	
Research	$ 38.77	3.50%	$ 40.12	$65.01	$0.49	$ 105.62	$ 10.27	$ 115.89	
Scanner Field Technician	$ 28.49	3.50%	$ 29.49	$47.78	$0.36	$ 77.62	$ 7.55	$ 85.17	
Survey Crew Chief	$ 31.54	3.50%	$ 32.65	$52.89	$0.40	$ 85.94	$ 8.36	$ 94.30	
Instrument Person	$ 23.66	3.50%	$ 24.48	$39.67	$0.30	$ 64.45	$ 6.27	$ 70.72	
Rod Person	$ 17.30	3.50%	$ 17.90	$29.01	$0.22	$ 47.13	$ 4.58	$ 51.71	
Administrative Assistant	$ 29.51	3.50%	$ 30.54	$49.48	$0.37	$ 80.39	$ 7.82	$ 88.21	
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 98.28%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Licensed Surveyor	$ 62.19	1.75%	$ 63.28	$62.19	$0.00	$ 125.47	$ 12.55	$ 138.02	
Senior Survey Technician	$ 36.41	1.75%	$ 37.05	$36.41	$0.00	$ 73.46	$ 7.35	$ 80.80	
LIDAR Specialist	$ 32.50	1.75%	$ 33.07	$32.50	$0.00	$ 65.57	$ 6.56	$ 72.13	
Cadd / GIS Technician	$ 25.31	1.75%	$ 25.76	$25.31	$0.00	$ 51.07	$ 5.11	$ 56.17	
Research	$ 38.10	1.75%	$ 38.77	$38.10	$0.00	$ 76.87	$ 7.69	$ 84.55	
Scanner Field Technician	$ 28.00	1.75%	$ 28.49	$28.00	$0.00	$ 56.49	$ 5.65	$ 62.14	
Survey Crew Chief	$ 31.00	1.75%	$ 31.54	$31.00	$0.00	$ 62.54	$ 6.25	$ 68.80	
Instrument Person	$ 23.25	1.75%	$ 23.66	$23.25	$0.00	$ 46.91	$ 4.69	$ 51.60	
Rod Person	$ 17.00	1.75%	$ 17.30	$17.00	$0.00	$ 34.30	$ 3.43	$ 37.73	
Administrative Assistant	$ 29.00	1.75%	$ 29.51	$29.00	$0.00	$ 58.51	$ 5.85	$ 64.36	
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 98.28%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Licensed Surveyor	$ 63.28	3.50%	$ 65.49	$64.37	$0.00	$ 129.86	$ 12.99	$ 142.85	
Senior Survey Technician	$ 37.05	3.50%	$ 38.34	$37.68	$0.00	$ 76.03	$ 7.60	$ 83.63	
LIDAR Specialist	$ 33.07	3.50%	$ 34.23	$33.64	$0.00	$ 67.86	$ 6.79	$ 74.65	
Cadd / GIS Technician	$ 25.76	3.50%	$ 26.66	$26.20	$0.00	$ 52.86	$ 5.29	$ 58.14	
Research	$ 38.77	3.50%	$ 40.12	$39.43	$0.00	$ 79.56	$ 7.96	$ 87.51	
Scanner Field Technician	$ 28.49	3.50%	$ 29.49	$28.98	$0.00	$ 58.47	$ 5.85	$ 64.31	
Survey Crew Chief	$ 31.54	3.50%	$ 32.65	$32.08	$0.00	$ 64.73	$ 6.47	$ 71.20	
Instrument Person	$ 23.66	3.50%	$ 24.48	$24.06	$0.00	$ 48.55	$ 4.85	$ 53.40	
Rod Person	$ 17.30	3.50%	$ 17.90	$17.59	$0.00	$ 35.50	$ 3.55	$ 39.05	
Administrative Assistant	$ 29.51	3.50%	$ 30.54	$30.01	$0.00	$ 60.56	$ 6.06	$ 66.61	
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**H & B Surveying and Mapping, LLC**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Other Non-Salary Direct Costs:

Any required non-salary direct costs will be billed "at cost". Estimates and/or quotes for these items will be provided with our fee proposal for specific projects.

TAB A: PRE-AWARD EVALUATION DOCUMENTATION CHECKLIST - Fixed Billable Rates

Effective Date:	**May 27, 2022**
RFP Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No./UPC No.:	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

This checklist is provided to ensure that all information necessary for completion of a Pre-Award Review by VDOT's Assurance and Compliance Office is included in the submittal. **THIS CHECKLIST MUST BE COMPLETED, SIGNED, AND SUBMITTED FOR THE PRIME CONSULTANT AND EACH SUB-CONSULTANT.** The prime consultant shall submit a completed fee proposal in Excel for itself and all of the sub-consultants, to include all information described below.
Enter an "x" in each block as it applies to this specific procurement.

Consultant Type:	
	Prime Consultant
X	Sub Consultant

Certification of Wage Rates:	
X	Form signed by an executive or financial officer of the firm attesting to the accuracy of the hourly wage rates.

Personnel Classifications - Home Office and Field Office Personnel:	
X	Completed template.
X	A listing of each proposed employee, to include employee ID #, name, office location and hourly wage rate.
X	Actual payroll registers provided for each proposed employee.

Labor Summary:	
X	Verification that correct information transferred from Personnel Classification sheets.

Rate Schedules - Home Office and Field Office Personnel:	
X	Verification that correct information transferred from Labor Summary sheet (Average hourly rate) to Rate Schedules (Hourly Wage Rate).
X	Escalation factor entered (if allowed).
X	VDOT-ACO accepted indirect cost rate entered.
	VDOT-ACO accepted Facilities Cost of Capital (FCC) rate entered (if applicable).
	Net Fee (if provided).

Non-Salary Direct Costs:	
	All proposed costs itemized.
	Rental/Master Lease agreement and related schedules provided for proposed rentals or leases of vehicles/equipment.
	For unit priced goods/services, Usual and Customary Attestation letter signed by a senior executive and standard fee schedule provided.
	Vendor quotes provided for other proposed goods/services (e.g., laboratory testing, geotechnical testing)

Additional Documentation Required with submittal:	
X	VDOT Contractor Cost Certification (CCC) of Final Indirect Cost Rates Form, completed and signed by an executive or financial officer (for Prime and each sub-consultant)

Consultant: Timothy Harms, CCM
Printed Name of Consultant Project Manager



Signature

Dated: 5/26/2022

Certifies the fee proposal package is complete and e-mailed to Kathy.Stanley@fauquiercounty.gov

Fauquier County

Kathy H. Stanley, CPP, CPPB, CPS

Signature

Dated:

Certifies the fee proposal package is complete.

TAB B: Pre-Award Evaluation FAR Rate Table

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

(Contractor Cost Certification (CCC) should be included as an attachment)

	Home Office		Field Office		FAR
Firm	**Home Office - Indirect Cost**	**Home Office - Facilities Cost of Capital (FCC) Rate**	**Field Office - Indirect Cost**	**Field Office - Facilities Cost of Capital (FCC) Rate**	**VDOT FAR Letter - Issue Date**
Subconsultant	148.90%				10/6/2021

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Timothy Harms, CCM
Title of Certifying Official:	Managing Principal
Signature:	
Date of Certification:	May 26, 2022

TAB D: Home Office - Personnel Classification and Hourly Rates Entry Sheet

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

Personnel Class:	*Senior Cost Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
13	Adams	Joseph, M	Warrenton, va	$ 58.40	
			Average:	***$ 58.40***	

Personnel Class:	*Cost Engineer*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
24	Repass	David, A	Warrenton, va	$ 49.52	
21	Taylor	Chistopher, M	Warrenton, va	$ 55.09	
18	Salpini	Gary, C	Warrenton, va	$ 45.18	
			Average:	***$ 49.93***	

Personnel Class:	*Cost Technician*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
8	Morrow	Steven, E	Warrenton, va	$ 42.00	
1	Knight	Paul, J	Warrenton, va	$ 38.22	
6	Charlton	Vincent, M		$ 38.22	
28	Taylor	Daniel, S		$ 47.04	
			Average:	***$ 41.37***	

Personnel Class:	*Senior Project Manager, P.E.*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
26	Fallin	Kevin, W	Warrenton, va	$ 79.33	
			Average:	***$ 79.33***	

Personnel Class:	*Senior Project Manager*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
12	Hankins	David, C	Warrenton, va	$ 57.69	
5	Tressler	Lawrence, W	Warrenton, va	$ 53.00	
			Average:	***$ 55.35***	

Personnel Class:	*Senior Inspector*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
	REMOVED				
			Average:		

Personnel Class:	*Inspector*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
16	Savage	Kristjan, M	Warrenton, va	$ 28.78	
			Average:	***$ 28.78***	

Personnel Class:	*Admin*				
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
15	Holmes	Regina, B	Warrenton, va	$ 29.12	
14	Mullins	Sandra, K	Warrenton, va	$ 28.97	
			Average:	***$ 29.05***	

TAB E: Field Office - Personnel Classification and Wage Rates Entry Sheet

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
			Average:		

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
			Average:		

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
			Average:		

Personnel Class:					
Empl ID #	***Last Name, Suffix***	***First Name, MI***	***Office Location***	***Enter Hourly Wage Rate***	***Negotiated/Capped Rates***
			Average:		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No:	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

Wage Rate Summary - Home Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate
Senior Cost Engineer	$ 58.40
Cost Engineer	$ 49.93
Cost Technician	$ 41.37
Senior Project Manager, P.E.	$ 79.33
Senior Project Manager	$ 55.35
Inspector	$ 28.78
Admin	$ 29.05

Wage Rate Summary - Field Office Personnel

VDOT-Approved Personnel Classifications	Average Hourly Rate

TAB G: Home Office - Rate Schedule

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

FIRST 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 148.90%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Cost Engineer	$ 58.40	1.75%	$ 59.42	$88.48	$0.00	$ 147.90	$ 14.79	$ 162.69	
Cost Engineer	$ 49.93	1.75%	$ 50.80	$75.65	$0.00	$ 126.45	$ 12.65	$ 139.10	
Cost Technician	$ 41.37	1.75%	$ 42.09	$62.68	$0.00	$ 104.77	$ 10.48	$ 115.25	
Senior Project Manager, P.E.	$ 79.33	1.75%	$ 80.72	$120.19	$0.00	$ 200.91	$ 20.09	$ 221.00	
Senior Project Manager	$ 55.35	1.75%	$ 56.31	$83.85	$0.00	$ 140.16	$ 14.02	$ 154.18	
Inspector	$ 28.78	1.75%	$ 29.28	$43.60	$0.00	$ 72.89	$ 7.29	$ 80.18	
Admin	$ 29.05	1.75%	$ 29.55	$44.00	$0.00	$ 73.56	$ 7.36	$ 80.91	
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - HOME OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 148.90%	Facilities Cost Cap 0.00%	Base Wage Rate	Fee (Profit) 10.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
Senior Cost Engineer	$ 59.42	3.50%	$ 61.50	$91.58	$0.00	$ 153.08	$ 15.31	$ 168.39	
Cost Engineer	$ 50.80	3.50%	$ 52.58	$78.29	$0.00	$ 130.88	$ 13.09	$ 143.96	
Cost Technician	$ 42.09	3.50%	$ 43.57	$64.87	$0.00	$ 108.44	$ 10.84	$ 119.28	
Senior Project Manager, P.E.	$ 80.72	3.50%	$ 83.54	$124.40	$0.00	$ 207.94	$ 20.79	$ 228.73	
Senior Project Manager	$ 56.31	3.50%	$ 58.28	$86.79	$0.00	$ 145.07	$ 14.51	$ 159.58	
Inspector	$ 29.28	3.50%	$ 30.31	$45.13	$0.00	$ 75.44	$ 7.54	$ 82.98	
Admin	$ 29.55	3.50%	$ 30.59	$45.55	$0.00	$ 76.13	$ 7.61	$ 83.75	
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB H: Field Office - Rate Schedule

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No.:	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

FIRST 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	1.75% Escalation Factor	Total Wage Rate (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
-		1.75%							
-		1.75%							
-		1.75%							
-		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							
		1.75%							

SECOND 12 MONTHS				BILLABLE RATE - FIELD OFFICE					Overtime
Personnel Classification	Hourly Wage Rate	3.50% Escalation Factor	Total Direct Labor (Inclusive of Escalation)	Indirect Cost Rate 80.00%	Facilities Cost Cap 0.02%	Base Wage Rate	Fee (Profit) 8.00% 156% O/H	Total Fixed Billable Wage Rate	Billable Wage Rate
-		3.50%							
-		3.50%							
-		3.50%							
-		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							
		3.50%							

Footnote 1

Overtime Rates: Exempt Employees = Straight Time; Non-Exempt Employees = Total Fixed Billable Wage Rate = 1/2 Total Wage Rate (Column I + 1/2 Column D)

TAB I: Non-Salary Direct Costs (NSDC)

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funde**
RFP No:	**RFP01-22ks**
Consultant:	**Downey & Scott, LLC**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Other Non-Salary Direct Costs:

Any required non-salary direct costs will be billed "at cost". Estimates and/or quotes for these items will be provided with our fee proposal for specific projects.

TAB A: PRE-AWARD EVALUATION DOCUMENTATION CHECKLIST - Fixed Billable Rates

Effective Date:	**May 27, 2022**
RFP Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFP No./UPC No.:	**RFP01-22ks**
Consultant:	**Dovetail Cultural Resource Group**

This checklist is provided to ensure that all information necessary for completion of a Pre-Award Review by VDOT's Assurance and Compliance Office is included in the submittal. **THIS CHECKLIST MUST BE COMPLETED, SIGNED, AND SUBMITTED FOR THE PRIME CONSULTANT AND EACH SUB-CONSULTANT.** The prime consultant shall submit a completed fee proposal in Excel for itself and all of the sub-consultants, to include all information described below.
Enter an "x" in each block as it applies to this specific procurement.

Consultant Type:	
	Prime Consultant
X	Sub Consultant

Certification of Wage Rates:	
X	Form signed by an executive or financial officer of the firm attesting to the accuracy of the hourly wage rates.

Personnel Classifications - Home Office and Field Office Personnel:	
X	Completed template.
X	A listing of each proposed employee, to include employee ID #, name, office location and hourly wage rate.
X	Actual payroll registers provided for each proposed employee.

Labor Summary:	
X	Verification that correct information transferred from Personnel Classification sheets.

Rate Schedules - Home Office and Field Office Personnel:	
X	Verification that correct information transferred from Labor Summary sheet (Average hourly rate) to Rate Schedules (Hourly Wage Rate).
X	Escalation factor entered (if allowed).
X	VDOT-ACO accepted indirect cost rate entered.
X	VDOT-ACO accepted Facilities Cost of Capital (FCC) rate entered (if applicable).
	Net Fee (if provided).

Non-Salary Direct Costs:	
	All proposed costs itemized.
	Rental/Master Lease agreement and related schedules provided for proposed rentals or leases of vehicles/equipment.
	For unit priced goods/services, Usual and Customary Attestation letter signed by a senior executive and standard fee schedule provided.
	Vendor quotes provided for other proposed goods/services (e.g., laboratory testing, geotechnical testing)

Additional Documentation Required with submittal:	
X	VDOT Contractor Cost Certification (CCC) of Final Indirect Cost Rates Form, completed and signed by an executive or financial officer (for Prime and each sub-consultant)

Consultant: Dovetail Cultural Resource Group
Printed Name of Consultant Project Manager


Signature

Dated: 5/26/2022

Certifies the fee proposal package is complete and e-mailed to Kathy.Stanley@fauquiercounty.gov

Fauquier County

Kathy H. Stanley, CPP, CPPB, CPS

Signature

Dated:

Certifies the fee proposal package is complete.

TAB C: Certification of Payroll / Wage Rates

Effective Date:	**May 27, 2022**
Project Title:	**Planning, Architectural and Eng. Open End Services, Federally funded Projects**
RFPNo:	**RFP01-22ks**
Consultant:	**Dovetail Cultural Resource Group**

Instructions:
1. Complete the form, sign, scan, and submit in pdf format.
2. Form must be signed by an executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent.
3. All rates are subject to verification

I, the undersigned, certify that I have reviewed the personnel hourly rates provided herein and that they reflect the standard hourly rate paid to each respective employee as of the submission date of the pre-award documentation.

Name of Certifying Official:	Kerri Barile
Title of Certifying Official:	President
Signature:	
Date of Certification:	May 26, 2022

CCC Revised 8-5-2014
CPO Revised 8-14-2018

VDOT Contractor Cost Certification of Final Indirect Cost Rates

Firm Name: Dovetail Cultural Resource Group

To ensure overall compliance with cost principles of the Federal Acquisition Regulations (FAR) for engineering and design related service contracts (as specified in 23 U.S.C. §112(b)(2)(B)-(D), 23 CFR §172.7(b), and 49 CFR §18.22(b)), it is FHWA's policy that an indirect cost rate proposal should not be accepted and no agreement should be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the contractor as being allowable in accordance with the applicable FAR cost principles of 48 CFR, part 31. For more information, see http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.cfm

As such, in order to do business with VDOT, engineering and design firms (prime and sub-consultants) must certify their final indirect cost rates. Please include all of the final indirect cost rates being certified within the table below. The certified final indirect cost rates should agree with the rates contained in the CPA audit report and/or Cognizant agency audit report. For any rate categories not being certified, please enter "N/A."

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate	N/A	129.88%	N/A
Facilities Cost of Capital Rate	N/A	0.15%	N/A
Direct Expense Rate			
Other Rate:			
Other Rate:			

Date of Proposal Preparation: May 20, 2022 Fiscal Period Covered: January 1 – December 31, 2020

The certification below is to be completed by an executive or financial officer of the firm, at a level no lower than a Vice President or Chief Financial Officer, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____ Print Name: Kerri S. Barile PhD, RPA

Title: President Email: kbarile@dovetailcrg.com

Date of Certification: May 26, 2022

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 01/28/2022 **RFP 01-22ks**

TITLE: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

ISSUED BY: Fauquier County Government and Public Schools Procurement Division
320 Hospital Drive, Suite 23 Warrenton, VA 20186

USING DEPARTMENTS: Fauquier County and Fauquier County Public Schools, All Departments/Divisions

Sealed Proposals Will Be Received Until **2/22/2022 @ 3:00 P.M** For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed To: Kathy Stanley, CPPB, Senior Buyer, Phone: (540) 422-8354, Fax: (540) 422-8355 e-mail: Kathy.Stanley@fauquiercounty.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILDS OFFICE BUILDING 320 HOSPITAL DRIVE, 2nd FLOOR, SUITE 23.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

_____ Date:_____

_____ By:_____
(Signature in Ink)

_____ Name:_____

_____ Zip Code:_____ Title:_____

FEI/FIN NO.:_____ Telephone Number: (___)_____

E-mail address: _____Fax Number: (___)_____

Submitting for *ALL* Disciplines noted herein (Y/N): _____ If N, *list which specific Disciplines the proposal provides for*: _____

*****RETURN THIS PAGE*****

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** Return these pages

1.0 PURPOSE:

The purpose of this Request for Proposal (RFP) is to obtain multiple contracts through competitive negotiations for the services of qualified professional architectural and engineering Firm(s). Firms shall be registered and licensed to practice in the Commonwealth of Virginia to provide planning and design for a broad range of **Planning, Architectural/Engineering Services for Federally Funded Projects** at the direction of the Owner, on an as required basis. All services shall be provided in accordance with the specifications contained herein and attached hereto. The Owner intends to obtain professional services of, but not limited to, the following disciplines: Architectural, Construction Administration/Management, Civil Engineering, Surveying, Structural Engineering, Mechanical, Electrical and Plumbing Engineering, Geotechnical Engineering, Environmental Engineering, and Traffic/Transportation Planning/Engineering. The Fauquier County Government Procurement Division on behalf of the Board of Supervisors and Fauquier County issues this solicitation and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to collectively for convenience as "Owner".

1.1 For ease of reference, each organization submitting a response to the Request for Proposal hereinafter referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement are hereinafter referred to as a "Firm" or "Consultant".

1.2 The Owner anticipates awarding multiple contracts to more than one, but not to exceed six (6), qualified prime Consultants or Firms because of this Request for Proposal. **Offeror's shall clearly indicate which discipline they are submitting for Owner consideration, on the Certification Page**.

1.3 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded resulting from this solicitation. The successful Firms will be required to sign a contract with the Owner, herein referred to as "Agreement" or "Contract".

2.0 BACKGROUND:

The Owner frequently requires professional Architectural/Engineering Services for investigations, studies, reports, cost estimates, designs, bid documents, and construction administration. The objective of the RFP is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for professional services. Any resulting contract shall be non-exclusive and no specific amount of work is guaranteed because of this RFP.

3.0 OWNER'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS:

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur. The Owner also reserves the right, at its sole discretion, to issue purchase orders to any other Open-End Firms based on its evaluation of each Firm's qualifications, expertise capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project.

4.0 SCOPE OF SERVICES:

The various disciplines for Consultant/Firm Professional Services are noted within this section. The scope of services for projects assigned under any contract resulting from this RFP will vary according to department/division requirements. Each project shall be negotiated separately. All Owner school and county departments will have the opportunity to utilize the resulting contracts as needs arise. The successful Firm(s) will be required to use terms and conditions and bidding instructions designated and/or prepared by the Owner for any documents prepared for purposes of bidding projects. The Owner terms and instructions may also include specific federal or, additional provisions, based on funding sources for projects, as a component of the solicitation documents. The potential tasks identified in this RFP are for information to the Offeror and for proposal evaluation purposes only. Tasks shall not be construed to represent any amount, which the Owner shall be obligated to purchase under the contract, or relieve the Firm of their obligation to fill all orders placed by the Owner.

Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value.

No proposal will be considered which stipulates that the Owner guarantee to order a specific quantity of any service.

4.1 Architectural Services:

4.1.1 Facilities requirements and utilization
4.1.2 Feasibility studies for new, renovation and alteration projects
4.1.3 Preparation of preliminary documents, working drawings and specifications
4.1.4 Studies and audits for compliance with federal, state and local regulations
4.1.5 Services related to minor, and/or new construction, renovation and alteration projects to include planning, handicapped accessibility, project evaluation, electrical engineering, mechanical engineering, structural engineering, civil engineering, landscape architecture, conceptual design, and land survey
4.1.6 Development of maintenance management programs.
4.1.7 Development of High-Performance Facilities. Sustainable design services including LEED certified design (or equivalent), energy efficient design or Energy Star certified design, energy efficiency evaluations/studies and/or energy modeling

4.2 Construction Administration/Management:

4.2.1 Administer construction contracts in accordance with applicable laws and regulations to include interpreting requirements.
4.2.2 Monitoring performance to ensure compliance with contract requirements and inspect, evaluate and make recommendations to the Owner for approval of construction.
4.2.3 Act on behalf of the Owner regarding all contact with a construction contractor; serve as liaison between the Owner and the construction contractor.
4.2.4 Monitor construction work progress and determine payment due for complete work and issue certificates for payment based on actual completed work and the evaluation of such work for conformance with the contract.
4.2.5 Reject work that fails to comply with specifications and requirements of the construction contract documents.
4.2.6 Prepare change orders approved by the Owner.
4.2.7 Review; approve/disapprove shop drawings, samples, and other submissions to determine compliance and conformance with the Contract Documents
4.2.8 Development of maintenance management programs.
4.2.9 Value Engineering Services
4.2.10 Constructability reviews of designs prepared by others
4.2.11 Assist Owner with bidding and negotiation

4.3 Civil Engineering:

4.3.1 Site requirements;
4.3.2 Design/evaluation of site drainage and storm water management
4.3.3 Design/evaluation of traffic control and/or circulation
4.3.4 Design/evaluation of on-site survey sanitary sewer treatment facilities and utilization studies
4.3.5 Design and preparation of preliminary documents, working drawings and specifications
4.3.6 Design, investigation, and analysis of potable water systems.
4.3.7 Development of maintenance management programs.
4.3.8 Additional services as required/requested by the Owner for new construction or modifications to existing sites to include, but not be limited to planning, project

evaluation and land survey.

4.3.9 Studies and audits for compliance with federal, state and local regulations.

4.3.10 Land Use Planning.

4.3.11 Review/Advise and/or conduct right of way acquisition and real estate acquisition.

4.4 Surveying Services:

4.4.1 Plat preparation for easements, right-of-way, property conveyance, etc.

4.4.2 Boundary surveys including deed research.

4.4.3 Topographic and as-built surveys.

4.4.4 Surveys for design/evaluation of drainage, storm sewer, transportation, etc.

4.4.5 Hydrology/hydraulic studies and designs.

4.5 Structural Engineering:

4.5.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.5.2 Design and preparation of preliminary documents, working drawings and specifications

4.5.3 Development of maintenance management programs.

4.5.4 Investigations and analysis of existing structures.

4.5.5 Additional services as required/requested by the Owner for minor and/or new construction or renovation projects to include planning and project evaluation

4.6 Mechanical Engineering:

4.6.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.6.2 Design and preparation of preliminary documents, working drawings and specifications

4.6.3 Investigations and analysis of existing mechanical systems

4.6.4 Development of maintenance management programs.

4.6.5 Studies and audits for compliance with federal, state and local regulations,

4.7 Electrical Engineering:

4.7.1 Facilities requirements and utilization studies; feasibility studies for renovation and alteration projects

4.7.2 Design and preparation of preliminary documents, working drawings and specifications

4.7.3 Investigations and analysis of existing electrical systems

4.7.4 Development of maintenance management programs.

4.7.5 Additional services related to minor and/or new construction or renovation projects

4.8 Plumbing Engineering:

4.8.1 Facility requirements and utilization studies; feasibility studies for renovation and alteration projects

4.8.2 Design and preparation of preliminary documents, working drawings and specifications

4.8.3 Development of maintenance management programs.

4.8.4 Investigations and analysis of existing plumbing systems

4.8.5 Additional services related to minor and/or new construction or renovation projects to include planning, handicapped accessibility and project evaluation

4.9 Geotechnical Engineering:

4.9.1 Studies, reports and investigations of existing and proposed sites for suitability of soils and adequate bearing capacity for footings common to Owner buildings.

4.9.2 Investigations of structural failures believed caused by sub-surface conditions.

4.9.3 Advise the Owner on proposed pavement design and rehabilitation, correction of drainage and site problems related to soil conditions

4.9.4 Offeror's shall have drilling and laboratory facilities adequate to perform bearing capacity, soil compaction, soil classification (AASHTO and Unified), CBR and determination of rock profiles.

4.10 <u>Environmental Engineering:</u>

4.10.1 Phase I services to include but not limited to: physical description of site; determination of adjacent land use; preparation of land use history and review of records associated with the site, and; submission of a written report summarizing conclusions of studies and land use recommendations

4.10.2 Phase II services to include but not limited to: planning and execution of a sampling program(s); installation and sampling from monitoring wells; analyzing samples obtained from sampling activities, and; submission of written reports summarizing results of sampling and analysis activities and recommendations for use and development of lands

4.10.3 Phase III services to include but not limited to: preparation of plans and specifications for remediation of environmental problems; project management and remediation activities, and; preparation of written reports and recommendations for regulating bodies

4.10.4 Environmental activities related to transportation projects including NEPA document preparation, SERP studies and evaluations, permitting, and other activities as necessary;

4.10.5 Environmental studies including, cultural and natural resources, and endangered species, and surface water impacts associated with proposed developments. This may also include environmental due diligence on property acquisitions and environmental monitoring to meet specific permit conditions;

4.10.6 Asbestos, lead paint and radon testing and evaluations including management and oversight of third party contractors and consultants as required;

4.10.7 A variety of environmental services related to above and below ground petroleum storage tanks including, pollution prevention, spill response removal and installation issues and other services as required;

4.10.8 VPDES permitting, training, public outreach and general program management assistance.

4.10.9 Miscellaneous services including noise and odor analyses, regulatory compliance auditing, training, environmental feasibility studies, and other applications as necessary;

4.10.10 Hazardous materials assessment and remediation, spill response, handling and related services.

4.10.11 Environmental grant proposals, implementation, and administrative management

4.10.12 Appearances before various regulatory agencies, groups and/or Boards to present and explain reports and recommendations, and court appearances made necessary by litigation.

4.11 <u>Traffic/Transportation Planning and Engineering:</u>

4.11.1 Review and/or evaluation of traffic impact analyses, capacity analyses and signal warrant analyses.

4.11.2 Review/Advise and/or conduct right of way acquisition and real estate acquisition.

4.11.3 Conduct transportation, operational, and feasibility studies.

4.11.4 Conduct conceptual design and context-sensitive design.

4.11.5 Conduct preliminary engineering design.

4.11.6 Prepare cost estimates for transportation/traffic solutions.

4.11.7 Conduct traffic counts in accordance with VDOT requirements.

4.11.8 Prepare concept and detailed drawings for proposed access, road improvement and other transportation related projects including Greenway and trail projects.

4.11.9 Public participation and outreach efforts.

4.11.10 Additional services as may be required/requested by the Owner not covered above

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES:

4.12 The successful Firm(s) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Firm or any employee, agent, or subcontractor of the Firm under this Agreement. The Firm shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent or subcontractor's designs, drawings, specifications, reports and other services.

4.12.1 Approval by the Owner of drawings, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve Firm of their responsibility for the technical accuracy and adequacy of the work.

4.12.2 The Firm shall be and remain liable in accordance with applicable law for all damages to the Owner caused by the Firm or any employee, agent or subcontractor of the Firm. To include violation of any law, bylaw, ordinance, regulation or decree; the negligent performance of any of the services furnished or by error or omission act on the part of the Firm, it's employees, agent or subcontractor, causing personal injury, damages or violation of rights under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the Owner or Owner furnished data.

4.12.3 The Firm shall not be responsible for any time delays in the project caused by circumstances not reasonably foreseeable, which are beyond the Firm's control. The Firm shall give the Owner prompt written notice whenever the Firm becomes aware of any development that affects the timing of the Firm's services.

4.12.4 The services to be performed by the Firm under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Firm toward any person or persons not a party to this Agreement including, but not limited to, any Firm, subcontractor, supplier, or the agents, officers, employees, insurers or sureties of any of them.

4.13 It is the policy of the Virginia Department of Transportation and the Owner that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified DBE firms is maintained on their web site (http://www.dmbe.virginia.gov/) under the DBE Vendor Directory of Virginia Unified Certification Program. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential sub consultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. [Include the following wording on federally funded projects with stated DBE goals: The DBE contract goal for this procurement is **12 %.**

While the State and Owner support utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of consultant contracts, it is not a requirement of this RFP nor does use of a SWaM vendor meet the DBE contract goal requirements.

For portions of the services to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

Written documentation of the prime's commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.

Written confirmation from the DBE or SWaM firm that it is participating, including a description of the services to be performed and the percent of participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on quarterly basis.

Any DBE or SWaM firm must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM sub consultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work**.**

4.14 Offeror's shall thoroughly review all requirements of Attachment A, while preparing their proposal submission. Offeror's are also advised to complete and return all forms or pages of this RFP inclusive of those in the Attachments, with their proposal response, to constitute a thorough, complete response for Owner evaluation and review.

5.0 <u>OWNER'S RESPONSIBILITIES</u>:

5.1 The Owner will assist the Firm by placing at its disposal all available information, upon written request of the Firm, pertinent to the Project Order including previous reports and any other data relative to the Project.

5.2 The Owner will furnish to the Firm, as required for performance of Firm's Project Orders, all as-built data on the project elements upon written request of the Firm.

5.3 Upon written request of the Firm, the Owner shall examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Firm, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination, and render in writing, pertinent decisions within a reasonable time.

5.4 The Owner will provide prompt written notice to Firm whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Firm's services or any defect in the work.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

6.1 General Requirements

In order to be considered for selection, Offeror's must submit a complete response to the RFP**. One (1) original and three (3) copies of each proposal must be submitted to the Procurement Division, along with a flash drive containing the entire proposal response with proprietary sections redacted.** The Offeror shall make no other distribution of the proposal.

7.1.1 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. The Owner may reject proposals that are substantially incomplete or lacking key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

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

7.1.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Scope of Services described**.**

7.1.4 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.

7.1.5 All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided.

7.1.6 **Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at https://www.scc.virginia.gov/default.aspx. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under**

the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation http://www.dpor.virginia.gov/, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the Owner. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

6.2 Specific Proposal Requirements:

6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required**.**

6.2.2 Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, e-mail address; and any other pertinent information relative to the size and organizational structure of the company.

6.2.3 Describe Offeror's previous background and experience relative to Architectural and Engineering transportation related projects funded, including federally funded projects. Provide five (5) references from former or current government (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons), on the form provided in Attachment C. It is preferred that Offeror's provide references that do not include Fauquier County.

6.2.4 Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

(Affiliate Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms, which are owned by a holding company or a third party, but otherwise, meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.)

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

6.2.5 The Offeror shall provide a written narrative describing the approach/methodology for providing services within the disciplines noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Scope of Services. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy that requirement or discipline.

6.2.6 Individual resumes describing the representative or representatives on behalf of the Offeror. Resume describing the qualifications, education and experience of personnel to be assigned. Identify persons authorized to represent the Offeror.

6.2.7 Exceptions to RFP: Per the Virginia Public Procurement Act, Section 2.2-4302.2, (A) (3), Offeror's will not be instructed to provide exceptions to the RFP, unless and until Offeror is selected for negotiations. At the time of selection, Offeror shall provide full disclosure of all exceptions to the RFP. Offeror's are expected to prepare all exceptions in advance, in order to be prepared to provide exceptions, promptly, upon request, to facilitate the negotiation process.

Note to Offeror's: Due to the anticipated volume of responses to this RFP, Offeror's are strongly encouraged to provide as concise a proposal as possible which addressing all requirements

7.0 EVALUATION AND AWARD CRITERIA, AND ADDITIONAL INFORMATION:

7.1 Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria.

7.1.1 Method and Plan for Providing Services- Understanding the Scope; the proposed approach; Expertise, experience and qualifications of team in providing services as related to the disciplines noted within the scope of services. (**50 points)**

7.1.2 Qualifications and Experience- Team Experience; Organization Capabilities; Expertise, experience and qualifications in project management as related to the scope of services; Quality of workmanship and performance of the Consultant; Past performance on contracts with respect to cost control, coordination and quality of work, and ability to meet schedules. **(35 points)**

7.1.3 Organizational Capability- Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants.
(15 points)

7.2 Award of Contract: The Owner shall engage in individual discussions with two or more Offeror's deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible, if the Owner chooses to conduct them, although historically, the Owner does not interview for Open-End/As-Required solicitations of this nature. Such Offeror's shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed variety of projects, as well as alternative concepts.

Proprietary information from competing Offeror's shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors

published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more Offeror's whose professional qualifications and proposed services are deemed most meritorious.

The Owner will request non-binding fees from the top ranked Offeror at this stage, in addition to any exceptions taken to the RFP inclusive of the Terms and Conditions. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Traditionally, contract prices for this type of Open-End as Required contract; consist of hourly rates and any other travel or expense rates. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price, with acceptable terms and conditions if exceptions are taken.

Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. It is the Owner's intention, however, that multiple contracts will be awarded for this proposal

Contract award for services specified in this RFP are non-exclusive and does not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award contracts deemed to be in the Owner's best interest.

7.3 Ownership of Documents: Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Firm in the performance of its obligations under the contract shall be the exclusive property of the Owner, and all such materials shall be returned to the Owner upon completion, termination, or cancellation of this contract. The Firm shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Firm's obligations under the resulting contract without the prior written consent of the Owner. However, the Firm may retain file copies, which cannot be used without prior written consent of the Owner. The Owner agrees that the Firm shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Firm is not the firm of record.

7.4 Term of Contract: The initial contract term shall be limited to two (2) years, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one year terms shall be equal to the initial term or $5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to future term, and at a reasonable time (approximately 90 days) prior to the expiration. Annual contract adjustments will be in conformance with VDOT maximum allowed rates and escalation factors.

7.5 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Firms(s) certifies they will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Owner reserves the right to

require the Firm to furnish certificates of insurance for the coverage required, and endorsed to name Fauquier County and the Fauquier County School Board as additional insured.

8.0 PROCEDURES FOR ORDERING SERVICES:

8.1 Project Orders: Project cost proposals will comply with the requirements of the VDOT LAP manual, VDOT Manual for the Procurement and Management of Professional Services, and related Professional Services Contract rate and escalation limitations, as applicable. All Offeror's will be required to submit VDOT fee and personnel tracking templates for ACO and/or DBE reviews, as applicable.

8.2 The Owner or authorized representative will request a cost proposal for each project. At its own expense, the Firm shall visit the site, if required, and prepare a detailed cost proposal, based on the allowable contract rates, for accomplishing the work. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules.

8.3 Each Project Order will be reviewed and approved in writing by the Owner prior to Firm initiating any work. If any Project Order appears indefinite, unclear or contradictory, the Firm shall consult with the Owner's representative for interpretation and clarification prior to the Firm's commencement of work on that Project Order. The Firm shall be responsible for conveying the interpretation and /or clarification of any Project Order to its employees, agents or subcontractors or sub-Firms, Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonable implied for proper completion of the Project Order. If the Owner requires the Firm's attendance at multiple meetings on site, the Owner will convey this with their project order.

8.4 Following successful negotiations, the Owner will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Procurement Division. Once the Procurement Division has processed (and assigned a number), the Owner may authorize the Firm to proceed with the work.

8.5 The Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the Owner's representative. The Firm assumes all risk and financial liability for any services rendered without such proper authorization.

8.6 Should additional services be requested beyond the scope of any executed Project Order/Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work. If any work is completed prior to the execution of these adjustments by the Procurement Division and notification by Owner's representative, the Firm assumes all risk and financial liability for any services rendered without such proper authorization.

8.7 The Owner's Representative of the services outlined in the Project Order shall consider the Firm's services complete upon satisfactory completion and acceptance.

8.8 Purchase Order Restriction: No individual purchase order fee shall exceed $500,000 and the aggregate of total fees for all purchase orders issued shall not exceed $1,500,000 per contract annual term.

9.0 SPECIAL TERMS AND CONDITIONS:

9.1 Contingent Fee Warranty: The Firm warrants that it has not employed or retained any person or persons not generally associated with Firm for the purpose of soliciting or securing this agreement. The Firm further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

9.2 Authority to Bind Firm in Contract: Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind his Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.

9.3 Severability: In the event 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.

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

9.5 **All firms submitting Expressions of Interest (prime consultants, joint ventures and sub consultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All architectural or engineering firms selected for a project (prime consultants, joint ventures and sub consultants) must submit their FAR audit data along with a Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the Department within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. A sample Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at http://www.virginiadot.org/business/gpmps.asp. Should any firm on the consultant team fail to submit the required audit data and the Owner may terminate certification within the 10 workdays, negotiations and the next most qualified team invited to submit a proposal.**

9.6 **The Owner assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all sub consultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 workdays of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds $10,000.**

9.7 **The Owner does not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity, which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, assigned buyers may assist the Purchasing Agent. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions, authorities shall be of no effect and void, and the Owner shall not be bound thereby.

2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS**: Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.

4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS**: Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal that has been modified.

5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

a. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Procurement Division.
b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or 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/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1
IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS**: In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.

13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.

15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.

16. **ETHICS IN PUBLIC CONTRACTING**: The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time,, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT**: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner 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. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at http://www.fauquiercounty.gov/government/departments-h-z/procurement

26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS**: In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS**: Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.

29. **ANTITRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.

30. **INVOICING AND PAYMENT TERMS**: Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

31. **PAYMENT TO SUBCONTRACTORS**: A contractor awarded a contract under this solicitation is hereby obligated:
a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (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 the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.

33. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.

34. **ANTI-DISCRIMINATION**: By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over $10,000 the provisions in A and B below apply:
a. During the performance of this contract, the Contractor agrees as follows:
1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
b. The Contractor will include the provisions of a. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **CHANGES TO THE CONTRACT**: Changes can only be made to the contract in one of the following ways:
a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
1) By mutual agreement between the parties in writing; or
2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
c. No modification for a fixed price contract may be increased by more than 25% or $50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

36.. **INDEMNIFICATION**: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence

or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

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

For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. Termination for Convenience**:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.

b. Termination for Cause: Termination by the Owner 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. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) 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 canceled without any liability or penalty to Owner.

39.USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION**: As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.

52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- Purchase Order Number,
- Name of Article and Stock Number,
- Quantity Ordered,
- Quantity Shipped,
- Quantity Back Ordered,
- The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.

54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. 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. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required		Coverage Required	Limits (figures denotes minimum)
X	1.	**Workers' Compensation** and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes $100,000/$500,000/$100,000 Statutory Statutory
X	2.	**Commercial General Liability** General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. $1,000,000 (CSL) Each Occurrence $2,000,000 $2,000,000 $1,000,000 $100,000 per Occurrence
X	3.	**Automobile Liability** Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. $1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
___	4.	**Prof. Errors and Omissions** Best's Guide Rating-A-VIII or better or its equivalent	4. $1,000,000 (CSL) Each Claim
___	5.	**Garage Liability**	5. $1,000,000 CSL Each Occurrence
___	6.	**Garage Keeper's Legal Liability** Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
___	7.	**Umbrella Liability** Best's Guide Rating-A-VIII or better, or its equivalent.	7. $1,000,000 Minimum
___	8.	**Other Insurance:** Cyber Liability as needed	8. $1,000,000 Minimum
X	9.	**Auto and General Liability Policies <u>shall be endorsed to name</u> Fauquier County as additional insured** (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
X	10.	The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
X	11.	**The Certificate must state Bid/RFP No. and Bid/RFP Title.**	
X	12.	**Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.**	

OFFEROR STATEMENT

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

_____
FIRM

_____
SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets', and "proprietary information" including processes.
Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ****

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless the County Administrator or School Superintendent grants a waiver of this requirement and the administrative policies and procedures established to implement this section, as applicable.

If the County of Fauquier, Virginia, accepts this quote for goods or services, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

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

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

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

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

_____
Legal Name of Offeror/Bidder

_____
Date

_____
Authorized Signature

_____
Print or Type Name and Title

RETURN THIS PAGE

VDOT

ATTACHMENT A – GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH LAWS AND REGULATIONS: The Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Consultant. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with all such laws,ordinances, regulations, orders, and decrees; and shall protect and indemnify the Commonwealth of Virginia, the Department and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or decree, the Consultant shall immediately report the same to the Department in writing.

2. VIRGINIA PROHIBITED EMPLOYMENT DISCRIMINATION: The Consultant, its agents, employees, assigns or successors, and any person, firm, or agency of whatever naturewith whom it may contract or make an agreement, shall comply with the provisions of the Section 2.2-4311 of the Code of Virginia (1950), as amended, and Executive Order 61 (2017). During the performance of this Agreement, the Consultant agrees as follows:

   a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status, or other basis prohibited by state law relating to discrimination in employment, except where thereis a bona fide occupational qualification reasonably necessary to the normal operationof the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that the Consultant is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   The Consultant will include the provisions of the foregoing paragraphs “a”, “b” and “c”in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor.

3. NON-DISCRIMINATION PROVISION: The Consultant agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipientof services, on the basis of race, religion, color, sex or national origin; and further agrees to abideby Executive Order No. 11246 entitled “Equal Employment Opportunity,” as amended by

Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Section 49 CFR 21 is incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The Consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

a. withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
b. cancellation, termination or suspension of this Agreement, in whole or in part.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of thisAgreement, the Consultant, for itself, its assignees and successors in interest (herein referred toas "the Consultant"), shall comply with the provisions of USDOT 1050.2A, Appendices A andE, which are attached as Exhibit 1, in addition to the following provisions:

a. Consultants and subconsultants shall include the provisions of Exhibit 1 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
b. Consultants and subconsultants shall submit an updated Title VI Evaluation Report annually as long as the Consultant or subconsultant is performing in accordance with this Agreement.

5. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Agreement, the Consultant certifies that it does not maintain or provide for its employeesany segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees anysegregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Consultant further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants andother eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated onthe basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of

subcontracts or the consummation of material supply agreements exceeding ten thousand dollars,and that it will retain such certifications in its files.

6. DISADVANTAGED BUSINESS ENTERPRISES/SMALL, WOMAN AND MINORITY BUSINESS: The Consultant, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreementby reference. The Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Subpart A of 49 CFR 26, Section 26.13 requires that each contract signed with a contractor (and that each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

   The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may resultin the termination of this contract or such other remedy as the recipient deems appropriate.

   Further, the Consultant agrees to provide the Department with the dollar amount contracted and name of each subcontractor which identifies itself as a DBE.

   In accordance with the Governor's Executive Order No. 20, the Department also requires the utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of consultant contracts. The Consultant shall take all necessary and reasonable steps in accordance with Executive Order No. 20, to ensure that SWaM firms have the maximumopportunity to compete for and perform contracts and subcontracts under this Agreement. Further, the Consultant agrees to provide the Department with the dollar amount contracted and name of each subcontractor which identifies itself as a SWaM.

   The Department is also required to capture DBE and SWaM payment information on all professional services contracts. Therefore, the prime consultant will be required to complete the DBE and SWaM Payment Compliance Report, C-63 form on a quarterly basis.

   In the event of the Consultant's noncompliance with the DBE/SWaM participation for theservices indicated in Expression of Interest in response to the RFP, Attachment D, Scope of Work and Fee Proposal of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under this Agreement until the Consultantcomplies, and/or

b. Cancellation, termination or suspension of this Agreement, in whole or in part.

7. TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, theConsultant agrees to ensure that all citizens have equally effective communication. The Consultant agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The Consultant will provide notice of a TDD/TTY number whenever a standardtelephone number is provided.

8. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Agreement, the Consultant certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

9. *"Compliance with Va. Code 2.2-4308.2 – If the Consultant is an employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000with any agency of the Commonwealth to perform work or provide services pursuant to such contract, it shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. If the Consultant fails to comply with this provision, it shall be debarred from contracting with any agency of the Commonwealth for a period of up to one year. Such debarment shall cease upon the Consultant's registration and participation in the E-Verify program."*

10. OCCUPATIONAL SAFETY AND HEALTH STANDARDS: The Consultant shall not require any individual employed in the performance of this Agreement to work in surroundingsor under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any subcontract entered into pursuant to this Agreement.

In addition, the Consultant shall abide by the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1-51.1 of the Code of Virginia. Any violation of the aforementioned requirements or duties which is brought to the attention of the Consultant by any person shall be immediately abated.

11. CERTIFICATION REGARDING DEBARMENT: By the execution of this Agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or hada civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. LEGAL JURISDICTION: This Agreement shall be construed and shall be governed in accordance with the Constitution and the laws of the Commonwealth of Virginia.

13. SEVERABILITY: The declaration by any court, or other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless said provisions are mutually dependent.

14. FINAL ACCEPTANCE AND FINAL PAYMENT: All services performed under this Agreement shall be performed in accordance with the current standards, policies, and procedures of the Department, and in the case of projects using federal funds, the Federal Highway Administration (FHWA). All services shall be subject to the approval of the Department through its designated representatives.

Upon receipt of a written notice from the Consultant of completion of the services, the Department will make a review to determine if all services specified in the Agreement have beensatisfactorily completed. If all services have been satisfactorily completed, the Department will make final acceptance. The Consultant will be notified of final acceptance in writing.

If the review discloses that any services, in whole or in part, are incomplete or unacceptable, the Consultant shall immediately correct the deficiency. Upon completion orcorrection of the services, another review will be made that will constitute the final review. In such event, providing the services are complete and acceptable, the Department will make the final acceptance and the Consultant will be notified of final acceptance in writing.

When final acceptance has been duly made by the Department, the Consultant shall submit a final estimate voucher. Except as provided for in Section 17, any disputes or claims between the Consultant and the Department or between the Consultant and any subconsultant shall have been resolved prior to the final estimate being submitted. Upon review and approval of the final estimate voucher by the Department, the Consultant will be paid the entire sum due after previous payments are deducted and other amounts are retained or deducted under the provisions of the Agreement. Final payment will become due and the final estimate paid within sixty (60) calendar days after approval of the final estimate voucher. The Department will notify

the Consultant in writing when the final payment is made. Payments shall be subject tocorrection at the time of the final audit.

15. CLAIMS FOR ADDITIONAL TIME OR COMPENSATION: Claims for services not clearly authorized by this Agreement, or not ordered by the Department by prior written authorization, shall not be paid, nor shall any additional time be granted to complete the services.The Consultant shall notify the Department in writing, and wait for written approval, before it begins providing services not previously authorized. If such notification and approval is not given or the claim is not properly documented, the Consultant shall not be paid the extracompensation, nor be granted any additional time. Proper documentation alone shall not provethe validity of the claim. If the claim is found to be valid, it shall be allowed and paid for in accordance with the terms of a supplemental agreement.

16. AGREEMENT MODIFICATION: The Department may, at any time, by written order, make any changes in this Agreement which either increase or decrease the services hereunder. Ifsuch change causes an increase or decrease in the cost of or the time required for performance of this Agreement, an equitable increase or decrease in consideration may be made and this Agreement shall be modified in writing by a Supplemental Agreement between the Department and the Consultant. The Supplemental Agreement shall set forth the proposed changes in services, extension of time for completion and adjustment of the compensation, including net fee,to be paid the Consultant, if any. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in this Agreement, but nothing in this section shall excuse the Consultant from promptly and diligently proceeding with the prosecution of the services so changed.

17. DELAYS: If the services provided for under this Agreement should be delayed due to factors or conditions beyond the control of the Consultant and through no fault or negligence on its part, the Consultant may apply in writing for an extension of time and/or an adjustment in compensation. This request shall be accompanied by substantiating data to justify any extension of time and/or adjustment in compensation. If, in the opinion of the Commissioner of Highways or his duly authorized representative, a delay due to factors and conditions beyond the Consultant's control is justified, the Consultant may be granted an extension of time and/or adjustment in compensation.

18. DISPUTES: Any contractual claim in connection with the services provided, whether for money or other relief, not disposed of by mutual agreement shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such a claim shall have been given at the time of the occurrence or beginning of the services upon which the claim is based. Submission of a notice of claim as specified shall be mandatory. Failure to submit such a notice shall be a conclusive waiver of such claim by the Consultant. An oral notice or statement will not be sufficient nor will a notice or statement after the event.

At the time of occurrence or prior to providing the services, the Consultant shall furnish the Department an itemized fee proposal for which additional compensation will be claimed. TheConsultant shall keep a separate record of actual cost for the services. Failure on the part of the Consultant to afford the Department proper records of actual costs will constitute a waiver of a

claim for such extra compensation except to the extent that it is substantiated by the Department's records. The filing of such notice by the Consultant and the keeping of cost recordsby the Consultant shall in no way establish the validity of a claim. The data furnished by the Consultant shall be subject to a complete audit by the Department or its authorized representativeif they are to be used as a basis for claim settlement.

Upon completion of the Agreement, the Consultant may, within sixty (60) days from the date of final payment, submit to the Department a written claim for the amount he deems he is entitled to under the Agreement. The final payment date shall be that date set forth in a letterfrom the Department to the Consultant at the time the final estimate is submitted to the Fiscal Division for vouchering. The claim shall set forth the facts upon which the claim is based. The Consultant shall include all pertinent data and correspondence that may substantiate the claim. Within ninety (90) days from receipt of the claim, the Department will make an investigation andnotify the Consultant of its decision.

If the consultant is dissatisfied with the decision, he shall notify the Commissioner in writing within thirty (30) days from receipt of the Department's decision that he desires toappear before him, whether in person or through counsel, and present additional facts and arguments in support of his claim. The Commissioner will schedule and meet with the Consultant within thirty (30) days after receiving the request. Within forty-five (45) days from the date of the meeting, the Commissioner will investigate the claim, including the additional facts presented, and notify the Consultant in writing of his decision. If the Commissioner deems that all or any portion of a claim is valid, he shall have the authority to negotiate a settlementwith the Consultant subject to the provisions of Section 2.2-514 of the Code of Virginia 1950 as amended. If dissatisfied with the decision, the Consultant shall be entitled to institute judicial review if such action is brought within six months of receipt of the Commissioner's written decision. Any civil action by the Consultant shall be subject to the provisions of Section 2.2-4363 (D) of the Code of Virginia (1950), as amended.

Upon completion of the final audit, the Consultant may, within sixty (60) days from the date of receipt of the final audit letter from the Department, submit to the Department a written claim for the amounts he disputes in the final audit. The dispute resolution process will be the same as outlined above for claims.

Any monies that become payable as the result of claim settlement after payment of the final estimate or final audit dispute resolution will not be subject to payment of interest unless such payment is specified as a condition of the claim settlement.

19. CONFLICTS OF INTEREST: No member of or delegate to the Congress of the United States shall be entitled to any share or part of this Agreement or to any benefit arising therefrom. The Consultant shall not engage the services of any person employed by the Department on any services covered by this Agreement without written permission of the Department. Written permission will not be granted for any employee having official responsibility, as that term is defined in Section 2.2-4368 of the Code of Virginia, who dealt in an official capacity with the Consultant concerning procurement during his employment or for a period of one year from cessation of employment by the Department unless the employee or former employee provides

written notification to the Department and receives written permission prior to commencement of employment by the Consultant. Any violation of these provisions by the Consultant shall be a basis for immediate termination of this agreement for cause.

20. COVENANT AGAINST CONTINGENCY FEES: The Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than subconsultants identified in this Letter of Agreement or a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

    For breach or violation of this warranty, the Department shall have the right to void this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift,or contingent fee.

21. INSURANCE: The Consultant shall furnish the Department a certificate evidencing comprehensive commercial general liability insurance in an amount acceptable to the Department prior to beginning any work on the project, and agrees to maintain this amount throughout the life of this Agreement.

    The Consultant shall provide the Department with a certificate evidencing professional liability insurance in an amount acceptable to the Department and agrees to maintain this amountthrough the life of this Agreement.

    The Consultant shall provide the Department with a certificate evidencing worker'scompensation insurance as required by law by an insurer authorized to transact the business of worker's compensation insurance in this Commonwealth or in compliance with Section 65.2-801of the Code of Virginia (1950), as amended, and agrees to maintain this amount through the life of this Agreement.

    In the event of a non-renewal or cancellation of such required insurance coverage, thirty (30) days written notice must be given to the Department prior to such non-renewal or cancellation. Certificates evidencing insurance shall be submitted annually to the Department.

22. PROGRESS SCHEDULE AND REPORTS: The Consultant shall furnish the Department aschedule of progress which it proposes to follow throughout the term of this Agreement. No services shall commence until such schedule has been approved in writing by the Department. The schedule shall indicate starting and completion times of each significant task for each major element of this Agreement, and shall have the capability of indicating the proposed percentage ofcompletion at any point for each element, if so required by the Department.

    The Consultant shall submit a monthly progress report in a format acceptable to the Department.

23. PLANS AND REPORTS: Plans and reports shall be completed and delivered to the Department according to the progress schedule or as otherwise directed, in a format acceptable tothe Department.

24. CORRECTION OF ERRORS: The Consultant shall check for accuracy any reports, and thedesign, drafting and details of final plans prior to submission. The Consultant will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse the Department for any costs incurred. Acceptance of the plans or reports by the Department shall not relieve the Consultant of the responsibility of subsequent correction of errors.

Costs incurred by the Consultant in correcting errors in the plans or reports and reimbursing the Department for costs incurred by the Department as a result of such error shallbe maintained in a separate account. Such account shall be clearly coded and identified, and shall be subject to audit by the Department. Such costs shall not be billed to the Department as adirect charge or an overhead item.

25. LIABILITY, INDEMNIFICATION, STANDARD OF PERFORMANCE: The Consultant shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Consultant shall indemnify, defend and hold harmless the Commonwealth of Virginia, the Department, its officers, agents and employees from and against any and all damages, claims, suits, judgments, expenses, actions andcosts of every name and description caused by any negligent act or omission in the performance by the Consultant, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

The Consultant shall also be liable for all damages, costs and additional expense incurred by the Department, including but not limited to damages, costs and expenses resulting from claims brought against the Department by the construction contractor(s), caused by the failure of the Consultant to perform the services with the same degree and standard of care and skill normally expected of and provided by consultants in the performance of the same or similar services.

Acceptance of the services by the Department shall not waive any of the rights of the Department contained in this section nor release or absolve the Consultant from any liability, responsibility or duty contained herein.

26. TERMINATION: This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing and signed by the parties.
b. By the Department without cause, in whole or in part, at any time, with fifteen (15) days advance notice in writing, by the end of which period the Consultant shall have discontinued all services and shall have delivered to the Department all reports,

records, drawings, field notes, plans and other data completed or partially completed, which shall become and remain the sole property of the Department. The Departmentreserves the right to terminate this Agreement without the fifteen (15) days advance notice in the event the Consultant avails itself of the Federal or State BankruptcyLaws or merges with or spins off from an entity. The Department's decision is not subject to review.

c. By the Department without advance written notice, due to the failure of the Consultant to perform the services or fulfill its obligation(s) under this Agreement, in which case the Department may take over the services and prosecute the same to completion by further agreement or otherwise, and the Consultant shall be liable tothe Department for any excess cost occasioned to the Department thereby.

d. By failure of the General Assembly to appropriate, or the Commonwealth Transportation Board to allocate, sufficient funds to continue the services, in which event the Agreement will terminate upon depletion of the then currently appropriated or allocated funds.

27. ASSIGNMENT AND SUBCONTRACTING: This Agreement, being intended to secure thepersonal services of the individuals constituting the firm which is a party to this Agreement and referred to collectively as "the Consultant," shall not be assigned, subcontracted or transferred without consent of the Department in writing. This Agreement shall inure to the benefit of and shall be binding upon the personal representatives and legal successors of the respective parties hereto. Nothing contained in this Agreement is intended or shall be construed to inure to the benefit of any person or entity other than the parties hereto and their legal successors.

The Consultant shall not subcontract or assign all or any part of the services provided under this Agreement, except as expressly stated in this Agreement, without the prior written approval of the Department. Such consent to subcontract, assign or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement. The Consultant is fully responsible for the satisfactory completion of all subcontracted services. Subcontracts shall include all provisions of this Agreement, except that retainage need not be withheld on subcontracts, and the Consultant shall be responsible for seeing that these provisions are complied with. No subcontracting by a subcontractor is allowed without prior written approval of the Department.

28. PAYMENT TO SUBCONTRACTORS: In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the Department, or shall notify the Department and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment.

In the event payment is not made as noted, the Consultant shall pay interest at the rate of one percent per month to the subcontractor, unless otherwise provided in this Agreement, on all amounts that remain unpaid after seven (7) days except for the amounts withheld according to this Agreement.

The Department does not require retainage to be withheld by the Consultant on any subcontracts. If the Consultant elects to withhold retainage on subcontracts, prompt payment of the retainage shall be made to the subcontractors within the later of 60 days after the final billing is received by the Consultant from the subcontractor or the satisfactory acceptance of theservices by the Department. The Department will notify the Consultant and the subcontractor in writing when the services have been satisfactorily accepted. If the retainage is not promptly paid,the Consultant shall notify the Department and the subcontractor in writing as to the reasons for not making payment.

These same requirements shall be included in each subcontractor agreement and shall be applicable to each lower-tier subcontractor.

29. CONSULTANT RELATIONSHIPS TO CONTRACTORS: The Consultant shall serve only in a consulting and professional capacity and is not by this Agreement authorized to be, or represent itself to be the agent or servant of the Department. The function, duties and responsibilities of the Consultant with respect to any contractor employed by the Department in connection with a project shall be consistent with the preceding sentence, and in no case shall theConsultant assume any of the obligations of the Department to any contractor. The Consultant shall refer any questions from a contractor to the Department. Any Consultant employee who is assigned a VDOT email account shall identify the name of the firm under which they are employed in the signature block and shall clearly indicate that they are not employees of VDOT.

In addition, while attending any meetings for assignments under this contract, the Consultant employee(s) shall introduce themselves as a Consultant to VDOT while also noting the name of the company they are employed with. For the avoidance of doubt, in no instance, shall the Consultant employee(s) identify themselves as VDOT.

30. COMPLIANCE WITH LOBBYING RESTRICTIONS (This section only applies to agreements using federal funds.): By signing this Agreement, the Consultant certifies that:

a. Since promulgation of the federal requirements implementing Section 1352 of Title 31, U.S.C. (PL 101-121, Section 319) entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.”, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan,the entering into of any cooperative agreement, and the extension, continuation,renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard

Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with itsinstructions; and

c. The Consultant shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.

31. RECORDS: The Consultant and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Consultant’s offices at all reasonable times and will be subject to audit and inspection by the Department or any authorized representatives of the Federal Government.

Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the Consultant and the subcontractor and forthree years after written acceptance by the Consultant, for audit and inspection by the Department or any authorized representatives of the Federal Government. It shall be the Consultant’s responsibility to notify the Department, in writing, of the completion of that subcontractor’s portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the Consultant’s liability forany costs not supported by the proper documentation for the subcontractor’s phase of theservices. Final payment for the subcontractor’s phase of the services will be made after total costs are determined by the final audit of the subcontractor.

32. INTELLECTUAL PROPERTY RIGHTS: All rights in intellectual property developed or created pursuant to this Agreement shall be the sole property of the Department. “Intellectual property” includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds and chemicals), and all creations subject to the U.S.Copyright Act of 1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases).

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the Department. Neither party intends anycopyrightable material created pursuant to this Agreement, together with any other copyrightablematerial with which it may be combined or used, to be a “joint work” under the copyright laws.If the whole or any part of any such copyrightable material cannot be deemed work made for hireor is deemed a joint work, the Consultant agrees to assign, and does hereby irrevocably assign, its entire copyright interest therein to the Department and shall execute and deliver such further documents as the Department may reasonably request for the purpose of acknowledging or implementing such assignment.

The Consultant warrants that no individual, other than regular employees of the Consultant or the Department working within the scope of their employment, shall participate in the creation of any intellectual property pursuant to this Agreement unless such individual andhis or her employer, if any, have signed an intellectual property agreement satisfactory to the Department.

The Department shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Agreement. The Consultant shall not patent any invention conceived in the course of performing this Agreement.

The Consultant hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the Department, the remedies of the Consultant shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this Agreement by the Department shall have the effect of rescinding the provisions of this section.

33. OWNERSHIP OF DOCUMENTS: All documents, in electronic and/or hard copy format, which for purposes of this Agreement is defined to include but not be limited to, reports, plans, subject data ("subject data" is defined as all information, whether or not copyrighted, that is compiled or delivered or specified to be compiled or delivered under this Agreement), drawings, studies, specifications, memoranda, estimates and computations secured by and for the Consultant in the prosecution of this Agreement, shall become and remain the property of the Department upon termination or completion of the work. The Department shall have the right to use such documents for any public purpose without compensation to the Consultant, other thanas hereinafter provided. If the Department uses the documents for a purpose other than forwhich this Agreement has been executed, such use shall be at the risk of the Department.

Except for its own internal use, the Consultant shall not publish or reproduce documents, in whole or in part, in any manner or form, nor shall the Consultant authorize others to do so without the written consent of the Department.

The Department reserves the right to publish initially all documents. The Consultant shall not release or publish any documents without the prior written approval of the Department. Neither the Consultant, nor any subcontractor or any agents, employees or subcontractors thereof, shall publish, participate in the publication of, or make oral presentations regarding any documents, information or material relating to this project, either during or after the term of this Agreement, without specific prior written approval of the Department. Any releases to the news media must be approved by and released through the Department.

The terms of this section shall be expressly included in any third-party agreement enteredinto by the Consultant or by any subcontractor, agents, employees or subcontractors thereof.

34. PUBLICATION PROVISIONS: No documents produced as part of this Agreement, and in whole or part with public funds, shall be copyrighted by the Consultant. When the project uses federal funds, any final report shall contain the following:

a. An acknowledgment, "Prepared in cooperation with the U.S Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation";
b. A disclaimer, "The contents of this report reflect the view of the Consultant who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway

Administration or the Virginia Department of Transportation. This report does notconstitute a standard, specification or regulation";

c. A statement, if published by either the Department or the Consultant, giving credit to all participating agencies.

In the event the Department does not subscribe to the conclusions of the report, the following statement shall be added: "The opinions, findings, and conclusions expressed in this publication are those of the authors and do not necessarily represent those of the Virginia Department of Transportation."

The terms of this section, shall be expressly included in any third-party agreemententered into by the Consultant or by any subcontractor, agents, employees or subcontractors thereof.

35. STAFFING BY CONSULTANT: The control and supervision of all phases of the services provided by the Consultant shall be under the direction of Project Manager. The Project Manager shall manage the services provided under this Agreement until all services have been completed.

Furthermore, the Consultant shall not change or substitute any Key Personnel including those identified in Consultant's Expression of Interest except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved bythe Department. If extenuating circumstances as listed above require a change, the Consultant shall submit in writing to VDOT's Project Manager, who, in his/her sole discretion, will determine whether to authorize a change, with it being understood and agreed that the Consultantwill provide the Department at least thirty (30) days written notice of any request wherever practical. The Department will have the right to review the qualifications of each individual proposed as a replacement and to approve or disapprove such individual prior to the commencement of any work by such individual. The individual proposed as a replacement shall be equally or more qualified than the Key Personnel that is being replaced. The Consultant acknowledges that the discretionary reassignment of a Key Personnel to another project of the Consultant is not considered extenuating circumstance and will not be permitted. Furthermore, the the Department has a reasonable objection to such person. Unauthorized changes to the Consultant's Team at any time during the contract may result in termination of services. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration ofthe Contract.

If the services covered by this Agreement include the practice of architecture, professional engineering, land surveying or certified landscape architecture, the Consultant or subcontractor shall have in responsible charge at each place of business a full-time resident Virginia licensed architect, professional engineer, land surveyor or certified landscape architect exercising supervision and control of the services of each profession being practiced.

A competent staff, adequate in number and experience to perform the described services in the prescribed time, shall be assigned at all times.. The Consultant shall furnish the number of

Personnel as identified in each Annual Work Plan or as may be authorized and directed by the Department. (Use this language for all contracts that require Annual Work Plans.). [The name, title and experience record of key staff members subsequently assigned shall be reported as such assignments are made. Use this language for all contracts that do not require Annual Work Plans.)

If the services covered by this Agreement includes the application of guardrails and guardrail terminal treatments, a staff member that has satisfactorily completed training approved by the Department in the application of these devices, shall be assigned to perform the described services. Approved training course shall be completed prior to the initiation of the described services with the training being renewed every three (3) years. Approved training coursesinclude, but are not limited to: Guardrail Installer Training (GRIT) for Designers offered by the Department; AASHTO Roadside Design Guide conducted by the Federal Highway Administration; or Design, Construction and Maintenance of Highway Safety Appurtenancesand Features conducted by the Federal Highway Administration. (Use this language for all contracts that requireAnnual Work Plans)]

[Furthermore, the Consultant shall ensure efficient utilization of consultant personnel assigned to the project and allocate personnel only at times that are necessary to complete the assigned tasks so as not to burden the Project. (Use this language for all contracts that require Annual Work Plans)].

36. CONFERENCES: The Department shall hold an initial conference at a place and time selected by the Department, for the purpose of reviewing the Consultant's schedules, procedures,methods and the clarification of any ambiguities that may then exist. A principal of the Consultant and the Consultant's project manager shall attend the conference.

Progress conferences will be held periodically. The Consultant will prepare and present written information and studies to the Department so it may evaluate the features and progress ofthe services being provided. Either party may request a conference be held at the office of the requesting party or at a place designated by the Department. Conferences may also be held to inspect the Consultant's services to date at the request of the Department.

37. LIAISON WITH CONSULTANT: The Department may assign and maintain one or more representatives on this Agreement at no cost to the Consultant. These representatives shall work in close cooperation with the Consultant to ensure a thorough understanding of all methods and procedures employed by the Consultant. The Consultant shall make such records, procedures and methods related to this Agreement available to these representatives as may be requested.

The Department reserves the right to make such reviews from time to time as it maydeem necessary or desirable and to maintain proper liaison.

38. COORDINATION: The Consultant shall coordinate all plan development with the Department to ensure compatibility with programmed and planned road improvement projects in the Agreement area.

39. TESTIMONY: In the event that the testimony of the Consultant is required in any legal proceeding in connection with claims brought against or prosecuted by the Department, the Consultant agrees to appear as a witness on behalf of the Department. Payment for appearance will be based on the approved current hourly salary rate and daily per diem rate for each eight- hour day's preparation for, or attendance in, court and one-fourth of this sum for each two hours or fraction thereof.

40. NOTICE TO PROCEED: Work to be performed by the Consultant under this Agreement shall begin within five (5) days after receipt of official notice from the Department to proceed. Written notice to proceed will be given by the Department prior to any work being done on any element of this Agreement. The Department will not be responsible for payment for services performed in advance of such notice.

41. CONTINGENCY: On Agreements containing a contingency, the contingency shall not be used without written permission of the Department. The additional services provided under the contingency shall not begin until an agreement has been reached with the Department on the man-hours and costs required to perform the services. If services are provided under the contingency prior to an agreement being reached with the Department regarding man-hours and costs, only those man-hours and costs determined to be necessary and reasonable by the Department will be reimbursed.

42. DRUG-FREE WORKPLACE: During the performance of this contract, the Consultantagrees to:

a. Provide a drug-free workplace for the consultant's employees;
b. 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 prohibitedin the consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
c. State in all solicitations or advertisements for employees placed by or on behalf of theconsultant that the consultant maintains a drug-free workplace; and
d. Include the provisions of the foregoing clauses in every subcontract or purchase orderof over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performanceof work done in connection with a specific contract awarded to a consultant, 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 thecontract.

43. eVA ELECTRONIC PROCUREMENT: By accepting and performing this contract, the Consultant agrees that it is subject to an eVA registration and transaction fee established by the Department of General Services (DGS) which will be invoiced to your company by DGS following the submittal of the first Consultant Estimate Voucher for payment. For further

information on eVA registration and transaction fees refer to the following website; http://www.eva.state.va.us.

44. CRITICAL INFRASTRUCTURE INFORMATION/SENSITIVE SECURITY INFORMATION (CII/SSI):

Contract documents or project material containing CII/SSI in whole or in part are subject to the terms of this Section and comply with the requirements of CII/SSI Guide. This guide can be located at; http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp.

Consultants shall be responsible for safeguarding Critical Infrastructure/Sensitive Security Information (CII/SSI) (as defined in the VDOT CII/SSI Policy) in their custody or under their control. Individuals are responsible for safeguarding CII/SSI entrusted to them. The extent of protection afforded CII/SSI shall be sufficient to reasonably foreclose the possibility of its loss or compromise.

Consultants shall ensure that all employees using this information are aware of theprohibition against disclosing CII/SSI in any manner (written, verbal, graphic, electronic, etc.) that permits interception by unauthorized persons.

Consultants shall protect CII/SSI at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it. Each person who works with protected CII/SSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.

The use and storage of CII/SSI shall conform to the following guidelines: During working hours, reasonable steps shall be taken to minimize the risks of access to CII/SSI by unauthorized personnel. After working hours, CII/SSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where contract security is provided.

The reproduction of CII/SSI documents or material containing CII/SSI shall be kept tothe minimum extent necessary consistent with the need to carry out official duties. The reproduced CII/SSI material shall be marked and protected in the same manner as the original material.

Material containing CII/SSI shall be disposed of by any method that prevents unauthorized retrieval. (e.g. shredding, burning, returning to original source, etc.)

CII/SSI shall be transmitted only by US first class, express (US Postal, FedEx, UPS, etc.),certified or registered mail, or through secure electronic means.

The portions of the documents that are marked as CII/SSI are not subject to disclosure under Code of Virginia §2.2-3705.2, and may not be released except with written permission from VDOT. Unauthorized release or reproduction of these documents may result in civilpenalty or other legal action.

By copying, downloading, or receiving a copy of any documentation containing CII/SSI, or any part thereof, the Consultant or any other recipient acknowledges and agrees to the terms of this Section and will advise any individual using these documents, or any part thereof, that they too shall be responsible for safeguarding the CII/SSI in their custody or under their control. All costs associated with performing these CII/SSI requirements are the responsibility of the prime consultant.

In the event of loss, suspected loss or compromise of any VDOT CII/SSI material, the Consultants having possession of the said CII/SSI material will immediately upon having knowledge of the loss, suspected loss or compromise of any VDOT CII/SSI material, notify the VDOT project manager. If the loss is a result of a theft or suspected theft, of either the actual CII/SSI material or any device containing or storing CII/SSI material, the Contractor/Consultant will immediately file a report with a law enforcement agency having jurisdiction and forward a copy of the report to the VDOT project manager.

Consultants shall include the terms of this Section and comply with the CII/SSI Guide, in any further dissemination of any contract documents or project materials containing CII/SSI in whole or in part, and in all subcontracts awarded under this contract.

45. SECURITY REQUIREMENTS and CRIMINAL HISTORY RECORD CHECK:

A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS) and when required through the Virginia Capitol Police, shall be required of all employees of the prime consultant and all subconsultants for work conducted at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).

All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information or to agree to non-disclosure of VDOT critical, sensitive or personal information and pass a fingerprint-based CHRC.

All costs associated with the fingerprint-based CHRC are the responsibility of the prime consultant.

A VDOT issued photo-identification badge is required for each employee of the prime consultant or any sub-consultant who will be performing work at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).

Based upon the results of the fingerprint-based CHRC, VDOT reserves the right to deny access to CII/SSI material and issuance of a VDOT security clearance and a VDOT issued photo-identification badge. Upon denial, there are no available appeals.

Consultants shall return all VDOT access identification badges on the day any employee is no longer assigned to VDOT's premises/work and upon contract expiration. The Consultant shall notify VDOT Project Manager within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Project Manager that access identification badge has been lost, stolen or damaged may be cause for debarment. See: Commonwealth of Virginia, Vendor's Manual Section 7.20.

Consultants shall be responsible for notifying the PSS whenever an employee or subcontractor employee is charged with any criminal violation. Notification shall be made no later than the next regular business day of finding.

Consultants shall include the terms of this Section, in any further dissemination of any contract documents in whole or in part, and in all subcontracts awarded under this contract.

46. CONTRACT CONFIDENTIALITY: The Consultant and its employees while providing services under the subject contract may have access to sensitive records and/or information, by virtue of working on a project or being co-located with VDOT. These records and/or information are to be considered confidential and proprietary; VDOT is the owner and custodian of this information. Any information and/or records that the Consultant has access to while providing services under this contract, shall be held in confidence and shall not be used other than for the purposes of providing services to VDOT under this Contract. The Consultant and its employees shall not engage in any activities that may give the Consultant any competitive advantage for future contracts or that may cause a real or perceived conflict of interest. All Consultant employees co-located with VDOT at any VDOT offices, or a project office, irrespective of the period of co-location, shall sign the Confidentiality Certification (to be provided by VDOT).

Unless ordered by a court of competent jurisdiction, or demanded by the Virginia Attorney General's Office, or otherwise required by law, the Consultant and its employees shallnot divulge any confidential information to any entity or person outside of VDOT, includingbut not limited to the media, or any member of the public, without the prior permission of VDOT. Confidential information exchanges may have to be conducted as necessary and appropriate between the project team and VDOT to perform assigned tasks under the subject Contract; provided that the Consultant and its employees shall only communicate such information with individuals who are similarly obligated to VDOT under a confidentiality agreement and/or certification.

In the event of any unauthorized disclosure of such confidential information, VDOT reserves the right to take any necessary actions including but not limited to terminating the subject contract and precluding the Consultant and its employee(s) from working on any existingand/or future contracts with VDOT.

EXHIBIT 1

USDOT 1050.2AAPPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter,"DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part ofthis contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shallnot discriminate on the grounds of race, color, or national origin in the selection and retention ofsubcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or nationalorigin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall imposesuch contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the

USDOT 1050.2AAPPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscriminationstatutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, And resulting agency guidance, national origin discrimination includes discrimination because ofLimited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonablesteps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Nondiscrimination Provision

Federally Funded Projects
Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e). Title VI of the Civil Rights Act of 1964 declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and activities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments, agencies, and sub recipients to take action to carry out this policy. Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHW A 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200,230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.540 through 51.546 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

Commonwealth of Virginia
Office of the Governor

Executive Order

NUMBER SIXTY-ONE (2017)

EXECUTIVE ACTION TO ENSURE EQUAL OPPORTUNITY AND ACCESS FOR ALL VIRGINIANS IN STATE CONTRACTING AND PUBLIC SERVICES

Importance of the Initiative

Virginia's founding creed is that all people "are by nature equally free and independent," and that they share the inherent rights to "the enjoyment of life and liberty, with the means of acquiring and possessing property, and pursuing and obtaining happiness and safety." (Virginia Declaration of Rights, Section 1 (1776)). Indeed, it is the very function of our government to ensure these rights to all Virginians.

Our modern society is more reflective of this fundamental belief than ever before. Virginia today welcomes people from across the globe, of every background, to join in building a prosperous and free society. The work of my administration has been committed to this end of building a new Virginia economy—an economy that embraces the diverse world in which we live.

Recent events have demonstrated the negative effects of allowing prejudice, while also showing the positive growth that comes from an open and inclusive state government. States and localities that have promoted discriminatory laws are seeing businesses abandon development projects. States and localities that have pursued more inclusive policies have reaped the benefits of businesses expanding and relocating to their jurisdictions. Companies with whom Virginia does business, including those critical for building a new Virginia economy with high-paying jobs, have increasingly implemented their own policies prohibiting discrimination based on sexual orientation and gender identity. The global economy in which Virginia must compete demands a dynamic workforce that is competitive, diverse, and educated.

Additionally, federal procurement policy prohibits federal contractors from discrimination based on sexual orientation and gender identity. Federal contractors have thus already changed their internal policies and practices accordingly and are unlikely to reverse course, even if the federal requirement is adjusted. Many federal contractors also deliver services to the Commonwealth. Current procurement policy in Virginia is not sufficiently

aligned with these non-discrimination policies to promote economy and efficiency in state procurement. Having Virginia policy align with this federal non-discrimination policy will not only further my administration's goal of building a more diverse, open, and welcoming Virginia, but also will give uniformity to contractors that serve many government entities, resulting in economic benefits to Virginia taxpayers.

Accordingly, by the power vested in me as the Chief Executive by Article V of the Constitution of Virginia and the laws of the Commonwealth, I hereby order the following:

I. Require future state contracting to require prohibitions on discrimination in employment, subcontracting, and delivery of goods and services, including discrimination based on sexual orientation or gender identity.

It is hereby ordered as the policy of the Executive Branch that it will only contract with those who abide by the non-discrimination policies set forward in Executive Order 1 (2014), namely that discrimination on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status is prohibited.

All Executive Branch entities are ordered to include in their procurement contracts valued over $10,000 a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. They must also include a term that the contractor will include the same requirements in every subcontract or purchase order over $10,000, so that the same provisions will be binding upon each subcontractor or vendor on state procurement contracts. This requirement shall not apply to procurements that have, as of the date of this Order, already progressed to a stage at which changes in contract requirements would materially and adversely impact the completion of a procurement contract. Specific contracts with certain private child-placing agencies pursuant to § 63.2-1709.3 may also be exempted from this requirement.

The Department of General Services and the Virginia Information Technologies Agency are directed to promulgate appropriate policies and regulations to require the same, including consideration of any other applicable laws or regulations. They are also directed to impose appropriate sanctions under the Virginia Public Procurement Act, including but not limited to termination of the contract and debarment from state contracting for any violations of this contract term.

II. Prohibit discrimination, including that based on sexual orientation or gender identity, in the provision of state services.

Building on the requirements of Executive Order 1 (2014), I hereby order that no state employee or agent within the Executive Branch may engage in discrimination in the provision of public services based on race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. Any state employee or agent who engages in such discrimination will be subject to appropriate disciplinary action.

The Department of Human Resource Management is directed to promulgate appropriate policies in the Commonwealth's Standards of Conduct to implement these requirements in accordance with any other applicable laws and regulations.

No Third-Party Rights Created

This Executive Order is intended to provide direction for Executive Branch entities and does not create any rights or remedies enforceable by third parties.

Effective Date of the Executive Order

This Executive Order shall become effective upon its signing and shall remain in full force and effect until amended or rescinded by further executive order.

Given under my hand and under the Seal of the Commonwealth of Virginia this 5th Day of January, 2017.

_____
Terence R. McAuliffe, Governor

Attest:

_____
Kelly Thomasson, Secretary of the Commonwealth

June 22, 2015

VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR CONSULTANT PROJECTS

Use of Disadvantaged Business Enterprises (DBEs) for Project Specific Consultant Projects

A. Disadvantaged Business Enterprise (DBE) Program Requirements

Any Consultant, subconsultant, DBE firm, and contract surety involved in the perlormance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 o(the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations, and the Virginia Department of Transportation's (VDOT or the Department) DBE Program rules and regulations in accordance with this Special Provision.

For the purposes of this provision, Consultant is defined as any individual, partnership, corporation, or Joint Venture that formally submits a Statement of Qualification or Proposal for the work contemplated there under; Consultant is defined as any individual, partnership, or Joint Venture that contracts with the Department to perform the Work; and subconsultant is defined as any supplier, nianufacturer, or subconsultant performing work or furnishing rnaterial, supplies or services to the contract. The Consultant shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subconsultant having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements as outlined in this Special Provision, the Consultant, for itself and for its subconsultants and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal DBE Program and State legal requirements. By· submitting a Proposal on this contract, and by accepting and executing this contract, the Consultant agrees to assume these contractual obligations and to bind the Consultant's subconsultants contractually to the same at the Consultant's expense.

The Consultant and each subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and perlormance of this contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Consultant exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated in F of this provision and current at the time of the proceedings. Where applicable, the Department will notify the Consultant of any changes to the appeal requirements, processes, and procedures after receiving notification of the Consultant's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

B. DBE Certification

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Small Business and Supplier Diversity (SBSD) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Small Business and Supplier Diversity's website: *http://www.sbsd.virginia.gov.*

C. DBE Program-Related Certifications Made by Offerors/Consultants

By submitting a Proposal and by entering into any contract on the basis of that Proposal, the Offeror/Consultant certifies to each of the following DBE Program-related conditions and assurances:

1. That the Offeror/Consultant agrees to comply with the project construction and administration obligations of the USDOT DBE Program, 49 CFR Part 26 as amended, and the Standard Specifications setting forth the Department's DBE Program requirements.

2. Consultant shall comply fully with the DBE Program requirements in the execution and performance of the contract. Consultant acknowledges that failure to fulfill the DBE subcontracting commitments made may result in sanctions being invoked for noncompliance.

3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The Consultant certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The Consultant further certifies that the Consultant shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a Consultant and a DBE whereby the DBE promises not to provide quotations for performance of work to other Consultants are prohibited.

4. Consultant shall make good faith efforts to obtain DBE participation in the proposed contract at or above the goal. The Offeror shall submit a written statement as a part of its Statement of Qualifications and/or Proposal indicating the Offeror's commitment to achieve the minimum requirement related to DBE goal indicated in Request for Qualification (RFQ) and/or Request for Proposal (RFP) for the entire value of the contract. The Offeror, by signing and submitting its Proposal, certifies the DBE participation information that will be submitted within the required time thereafter is true, correct, and complete, and that the information to be provided includes the names of all DBE firms that will participate in the contract, the specific work that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE.

5. Offeror further certifies, by signing its Proposal, it has committed to use each DBE firm listed for the work specified to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the Proposal, the Offeror certifies that good faith efforts will be made on work that it proposes to sublet; and that it will seek out and consider DBE firms as potential subconsultants. The Consultant shall, as a continuing obligation, contact DBE firms to solicit their interest, capability, and prices in sufficient time to allow them

to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts.

6. Once awarded the contract, the Consultant shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBE firms at or above the amount or percentage of the dollar value specified in the proposal documents. Further the Consultant understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Consultant's own forces or those of an affiliate of the Consultant without the prior written consent of Department as set out within the requirements of this Special Provision.

7. Once awarded the contract, the Consultant shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBE firms. The designation and identity of this officer needs to be submitted only once by the Consultant during any 12 month period.

8. Once awarded the contract, the Consultant shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work with the DBE firm's own forces and equipment under the DBE firm's direct supervision, control, and management. Where a contract exists and where the Consultant, DBE firm, or any other firm retained by the Consultant has failed to comply with federal or Department DBE Program requirements, the Department has the authority and discretion to determine the extent to which the DBE contract regulations have not been met, and will assess against the Consultant any remedies available at law or provided in the contract.

9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the Consultant, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original Consultant in accordance with the requirements of this specification.

D. DBE Program Compliance Procedures

The following procedures shall apply to the contract for DBE Program compliance purposes:

1. **DBE Goal, Good Faith Efforts Specified:** At the time of the submittal of the Expression of Interest, the Offeror will include form C-48 PSC. This form represents the Consultants solicitation of subconsultants to be used for the contract to meet the DBE goal.

   If, at the time of submitting the Expression of Interest, the offeror knowingly cannot meet or demonstrate good faith efforts in meeting the required DBE contract goal, form C-49 PSC shall be submitted.

   Upon completion of negotiation, Form C-111 shall be submitted electronically or may be faxed to the Department, but in no case shall the offeror's Form C-111 be received later than two business days after the negotiated contract value has been determined. A revised Form C-48 must be received within ten (10) business days after the negotiated contract value has been determined.

   If, at the time of submitting its offer, the offeror knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 PSC exhibiting the DBE participation it commits to attain. The offeror shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the negotiated contract value.

The top-ranked offeror must submit its properly executed Form C-112, Certification of Binding Agreement, with the C-111 two business days after the negotiated contract value has been determined. DBE offerors responding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBE firms as subconsultants.

If, after review of the selected Offeror, the Department determines the DBE requirements have not been met, the selected Offeror must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Department within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

If the most highly qualified (top-ranked) firm does not meet the goal or demonstrate a good faith effort, the Department may terminate negotiations and initiate negotiations with the number two-ranked firm.

2. **Good Faith Efforts Described:** Department will determine if Consultant demonstrated adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE firm participation sufficient to meet the DBE Program requirements and DBE Goal.

   Good faith efforts may be determined through use of the following list of the types of actions the Consultant may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

   (a) Soliciting through reasonable and available means, such as but not limited to, at pre-proposal meetings, advertising, and written notices to DBE firms who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. DBE firms shall have no less than five (5) business days to reasonably respond to the solicitation. Consultant shall determine with certainty if the DBE firms are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.

   (b) Selecting portions of the work to be performed by DBE firms in order to increase the likelihood that the DBE Goal will be achieved. This includes, where appropriate, breaking out work items into economically feasible units to facilitate DBE firm participation, even when the Consultant might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;

   (c) Providing interested DBE firms with adequate information about the scope and requirements of the contract in a timely manner, which will assist the DBE firms in responding to a solicitation;

   (d) Negotiating for participation in good faith with interested DBE firms;

      1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBE firms that were considered; dates DBE firms were contacted; a description of the information provided regarding the scope and requirements of the

contract for the work selected for subconsultanting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBE firms to perform the work;

2. Consultant should, using good business judgment, consider a number of factors in negotiating with subconsultants, and should take a DBE firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason for a Consultant's failure to meet the DBE goal as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a Consultant to perform the work with its own organization does not relieve the Consultant of the responsibility to make diligent good faith efforts. Consultants are not, however, required to accept higher quotes from DBE firms if the price difference can be shown by the Consultant to be excessive, unreasonable, or greater than would normally be expected by industry standards;

(e) A Consultant cannot reject a DBE firm as being unqualified without sound reasons based on a thorough investigation of the DBE firm's capabilities. The DBE firm's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, are not legitimate causes for the rejection or non-solicitation of bids in the Consultant's efforts to meet the contract goal for DBE participation;

(f) Making efforts to assist interested DBE firms in obtaining or related assistance or services subject to the restrictions contained in this Special Provision;

(g) Effectively using the services of appropriate personnel from VDOT and from SBSD; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

E. Documentation and Administrative Reconsideration of Good Faith Efforts

During Proposal Submission:

In order to award a contract to a Offeror that has failed to meet DBE contract goal requirements, the Department will determine if the Offeror's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, if the Offeror, at the time of submitting its Proposal, knowingly cannot meet or exceed the required DBE contract goal, The Expression of Interest must include Form C-49, DBE Good Faith Efforts Documentation. The Offeror shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firm's participation in the proposed work.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department's Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be

made up of Department Division Administrators or their designees, none of who took part in the initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so. The decision of the Administrative Reconsideration Panel shall be administratively final.

During Negotiation: If a Consultant is unable to attain the DBE goal as a result of negotiation with the Department, consideration will be given to an adjustment DBE goal. However the Consultant will be require to demonstrate that it made a Good Faith Effort to attain the goal.

If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts

During the Contract: If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts. If a Consultant relieves a DBE subconsultant of the responsibility to perform work under their subcontract, the Consultant is encouraged to take the appropriate steps to obtain another DBE firm to perform the remaining subcontracted work for the amount that would have been paid to the original DBE firm. In such instances, Consultant is expected to seek DBE participation towards meeting the goal during the performance of the contract.

Before the Consultant transmits to the Department its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE firm five days to respond to the prime consultant's notice. The DBE firm may respond to the Department and the prime consultant the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the prime consultant's action.

If at any point during the execution and performance of the contract it becomes evident that the remaining dollar value of allowable DBE goal credit for performing the subcontracted work is insufficient to obtain the DBE contract goal, and the Consultant has not taken the preceding actions, the Consultant and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as sufficient progress toward achievement of the DBE goal is achieved or evidenced.

Project Completion: If, at final completion, the Consultant fails to meet the DBE goal, and fails to adequately document that it made good faith efforts to achieve sufficient DBE goal, then Consultant and any prime contractual affiliates, as in the case of a joint venture, may be subject to sanctions being invoked for noncompliance.

Prior to such sanctions being invoked, the Consultant may submit documentation to the Department's designee to substantiate that failure was due solely to the elimination of the scope of work subcontracted to DBEs, or to circumstances beyond the Consultant's control and that all feasible means had been used to achieve the DBE goal. The Department's designee, upon verification of such documentation shall determine whether Consultant has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department's Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be made up of Department Division Administrators or their designees, none of who took part in the

initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so.

The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to invoke sanctions for failure to perform any or all of the responsibilities contained herein, the Department may declare the Consultant to be non-responsive with respect to renewal and future contracts to include enjoinment from responding or participating on Department procurement opportunities for a period of 180 days.

F. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE firm will be counted toward meeting the DBE goal in accordance with the **DBE Program-Related Certifications Made by Offerors/Consultant's** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.

2. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Consultant may count toward the DBE goal only that portion of the total dollar value of the subcontract equal to the distinctly defined portion of the work that the DBE firm has performed with the DBE firm's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Consultant seeks to claim the goal credit.

3. When a DBE firm subcontracts part of the work to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE firm's subconsultant is a DBE firm. Work that a DBE firm subcontracts to a non-DBE firm, or to a firm that may be eligible to be a DBE firm, but has not yet been certified as a DBE firm, will not count toward the DBE. The cost of supplies and equipment a DBE subconsultant purchases or leases from the Consultant or prime contractual affiliates, as in the case of a joint venture, will not count toward the DBE goal.

4. The Consultant may count expenditures to a DBE subconsultant toward the DBE goal only if the DBE performs a Commercially Useful Function (CUF) on that subcontract, as such term is defined in subparagraph H below.

G. Performing a Commercially Useful Function (CUF)

No credit toward the DBE goal will be allowed for payments or reimbursement of expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE firm performs a CUF when the DBE is solely responsible for execution of a distinct element of the work and the DBE firm actually performs, manages, and supervises such work with the DBE firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE firm alone must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force. The amount the DBE firm is to be paid under the subcontract shall be commensurate with the work the DBE actually performs and the DBE goal credit claimed for the DBE firm's performance.

Monitoring CUF Performance: It shall be the Consultant's responsibility to confirm that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the DBE goal, perform a CUF. Further, the Consultant is responsible for and shall confirm that each DBE firm fully performs the DBE firm's designated tasks in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this Special Provision the DBE firm's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE firm, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the Consultant or an affiliate of the Consultant.

Department will monitor Consultant's DBE involvement during the performance of the contract. However, Department is under no obligation to warn the Consultant that a DBE firm's participation will not count toward the goal.

DBE Firms Must Perform a Useful and Necessary Role in Contract Completion: A DBE firm does not perform a CUF if the DBE firm's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE firm participation.

DBE Firms Must Perform The Contract Work With Their Own Workforces: If a DBE firm does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE firm's contract with the DBE firm's own work force, or the DBE firm subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, Department will presume that the DBE firm is not performing a CUF and such participation will not be counted toward the DBE goal.

Department Makes Final Determination On Whether a CUF Is Performed: Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract. To determine whether a DBE is performing or has performed a CUF, Department will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Consultant or by employees or equipment of the Consultant shall be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated. When a DBE firm is presumed not to be performing a commercially useful function the DBE may present evidence to rebut the Department's finding. Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract.

H. Verification of DBE Participation and Imposed Damages

Within fourteen (14) days after subcontract execution between Consultant and DBE subconsultants (or subcontract execution between DBE subconsultants and DBE subconsultants), Consultant shall submit to the Department's Civil Rights Office (CRO), a copy of the fully executed subcontract agreement for each DBE firm used to claim credit in accordance with the requirements stated on Form C-111. The subcontract shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subconsultant.

The Consultant shall also furnish, and shall require each subconsultant to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The Department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the CRO within five (5) business days after the reporting period may result in delay of approval of the Consultant's scheduled payment. The names and

certification numbers of DBE firms provided by the Consultant on the various forms indicated in this Special Provision shall be exactly as shown on SBSD's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Consultant. If DBE firms are used which have not been previously documented with the Consultant's minimum DBE requirements documentation and for which the Consultant now desires to claim credit toward the contract goal, the Consultant shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE firm beginning work. Form C-63 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

Prior to beginning any major component of the work to be performed by a DBE firm not previously submitted, Consultant shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any such DBEs for which Consultant seeks DBE goal credit. Consultant shall obtain the prior approval of the Department for any assistance it may provide to the DBE firm beyond its existing resources in executing its commitment to perform the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If Consultant is aware of any assistance beyond a DBE firm's existing resources that Consultant, or another subconsultant, may be contemplating or may deem necessary and that have not been previously approved, Consultant shall submit a new or revised narrative statement for Department's approval prior to assistance being rendered.

If the Consultant fails to correctly complete and any of the required documentation requested by this Special Provision within the specified time frames, the Department will withhold payment until such time as the required submissions are received by Department. Where such failures to provide required submittals or documentation are repeated, Department will move to enjoin the Consultant and any prime contractual affiliates, as in the case of a joint venture, from responding or participating Department projects until such submissions are received.

I. Documentation Required for Semi-final Payment

Consultant must submit Form C-63 to the CRO sixty (60) days prior to date of final completion, set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the accepted creditable work. The form shall be certified under penalty of perjury, or other applicable legal requirements, to be accurate and complete. Department will use this certification and other information available to determine applicable DBE credit allowed to date by Department and the extent to which the DBE firms were fully paid for that work. The Consultant acknowledges by the act of filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract. A letter of certification, signed by both the Consultant and appropriate DBE firms, will accompany the form, indicating the amount that remains to be paid to the DBE firm(s).

J. Documentation Required for Final Payment

In anticipation of final payment, Consultant shall submit a final Form C-63 marked "Final" to the CRO, within thirty (30) days of the anticipated date of final completion, as set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the creditable work. Department will use this form and other information available to determine if Consultant and DBE firms have satisfied the DBE goal and the extent to which credit was allowed. Consultant acknowledges by the act of signing and filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract.

K. Prompt Payment Requirements

In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the Department, or shall notify the Department and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. Invoices shall be submitted no more frequently than once every 30 calendar days and not less than every 60 calendar days. Sub-consultant invoices must be submitted with 60 calendar days of receipt by the Consultant.

For purposes of this Special Provision, a subconsultant's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by Department. If Department has made partial acceptance of a portion of the contract, then Department will consider the work of any subconsultant covered by that partial acceptance to be satisfactorily completed.

Upon Department's payment of the subconsultant's portion of the work as shown on the application for payment and the receipt of payment by Consultant for such work, the Consultant shall make compensation in full to the subconsultant for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subconsultant's portion of the work shall mean the Consultant has issued payment in full, to the subconsultant for that portion of the subconsultant's work that Department paid to Consultant pursuant to the applicable application for payment.

By accepting and executing this contract, the Consultant agrees to assume these obligations, and to bind the Consultant's subconsultants contractually to these obligations.

Nothing contained herein shall preclude Consultant from withholding payment to the subconsultant in accordance with the terms of the subcontract in order to protect the Consultant from loss or cost of damage due to a breach of the subcontract by the subconsultant.

L. Miscellaneous DBE Program Requirements

Loss of DBE Eligibility: When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Consultant has made a commitment to use a DBE firm that is not currently certified, thereby making the Consultant ineligible to receive DBE goal credit for work performed, the ineligible DBE firm's work does not count toward the DBE goal. Consultant shall meet the DBE goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the CRO that it has made good faith efforts to do so.

2. When a Consultant has executed a subcontract with a DBE firm prior to official notification of the DBE firm's loss of eligibility, Consultant may continue to use the firm on the contract and shall continue to receive DBE credit toward DBE goal for the subconsultant's work.

3. When Department has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after VDOT issued the notice of its ineligibility shall be counted toward the contract goal.

Termination of DBE: If a DBE subconsultant is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, Consultant must promptly request approval to substitute or replace that DBE firm in accordance with this section of this Special Provision.

Consultant, shall notify DCRO in writing before terminating and/or replacing the DBE firm that is being used or represented to fulfill DBE-related contract obligations during the term of the contract. Written consent from the DCRO for terminating the performance of any DBE firm shall be granted only when the Consultant can demonstrate that the DBE firm is unable, unwilling, or ineligible to perform its obligations for which the Consultant sought credit toward the DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE firm shall not be based on the Consultant's ability to negotiate a more advantageous contract with another subconsultant whether that subconsultant is, or is not, a DBE firm.

1. All Consultant requests to terminate, substitute, or replace a DBE firm shall be in writing, and shall include the following information:

   (a) The date the Consultant determined the DBE to be unwilling, unable, or ineligible to perform.

   (b) The projected date that the Consultant shall require a substitution or replacement DBE to commence work if consent is granted to the request.

   (c) A brief statement of facts describing and citing specific actions or inaction by the DBE firm giving rise to Consultant's assertion that the DBE firm is unwilling, unable, or ineligible to perform;

   (d) A brief statement of the DBE firm's capacity and ability to perform the work as determined by the Consultant;

   (e) A brief statement of facts regarding actions taken by the Consultant, that Consultant believes constitute good faith efforts toward enabling the DBE firm to perform;

   (f) The current percentage of work completed by the DBE firm;

   (g) The total dollar amount currently paid for work performed by the DBE firm;

   (h) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and with which the Consultant has no dispute;

   (i) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the Consultant and/or the DBE firm have a dispute.

2. Consultant's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

   Consultant shall send a copy of the "request to terminate and substitute" letter to the affected DBE firm and make best efforts to ensure its receipt by the DBE firm, in conjunction with submitting the request to the DCRO. The DBE firm may submit a response letter to the DCRO and Department within two (2) business days of receiving the notice to terminate from the Consultant. If the DBE firm submits a response letter, then

Consultant shall, as part of its subcontract, obligate the DBE firm to explain its position concerning performance on the committed work. The Department will consider both the Consultant's request and the DBE firm's response and explanation before approving the Consultant's termination and substitution request.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Consultant is unsuccessful in notifying the affected DBE firm, the Department will verify that the DBE firm is unable or unwilling to continue performing its subcontract let with respect to the contract. Department will timely approve the Consultant's request for a substitution.

3. Proposed Substitution of Another Certified DBE

Upon termination of a DBE firm, Consultant shall use reasonable good faith efforts to replace the terminated DBE firm. The termination of such DBE firm shall not relieve Consultant of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal.

When a DBE substitution is necessary, the Consultant shall submit an amended Form C-111 to the DCRO for approval with the name of another DBE firm, the proposed work to be performed by that DBE firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the original DBE firm.

Should Consultant be unable to commit the remaining required dollar value to the substitute DBE firm, the Consultant shall provide written evidence of good faith efforts made to obtain the substitute value requirement. Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by Department as merely superficial or pro-forma will not be considered good faith efforts to meet the DBE goal. Consultant must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

M. Suspect Evidence of Criminal Behavior

Failure of Consultant or any subconsultant to comply with the Standard Specifications, this Special Provision, or any other contract document wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

Suspected DBE Fraud

In appropriate cases, Department will bring to the attention of the United States Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

N. Availability of Records

Requests for information concerning any aspect of the DBE Program, the Department complies with provisions of the Federal and Virginia Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a) and Code of Virginia § 2.2 -3700.

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded contracts. A list of certified DBE firms is maintained on the Department of Small Business and Supplier Diversity's web site (www.sbsd.virginia.gov) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited.

VDOT is also required to capture DBE and SWaM payment information on all contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on a quarterly basis.

Any DBE or SWaM firm must become certified (with the Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime contractor, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

USDOT 1050.2
APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the Virginia Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities;

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Nondiscrimination Provision

Federally Funded Projects

Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e). Title VI of the Civil Rights Act of 1964 declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and actitivities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments, agencies, and subrecipients to take action to carry out this policy. Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHWA 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200, 230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.540 through 51.546 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

FIRM DATA SHEET

Funding:___ (S=State F=Federal)

ProjectNo.:_____
Division:_____
EOI Due Date:_____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE/SWAM Firm Not Certified by DMBE

YS = SWAM Firm Certified by DMBE.

NA = Firm Not Claiming DBE/SWAM Status

Indicate whether small, woman-owned, or small business.

ATTACHMENT B

REFERENCED DOCUMENTS

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COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT SOLICITATION FORM
(Project Specific Consultant Contracts)

RFP NO. _____

The Offeror certifies this form accurately represents its solicitation of the firms listed below for inclusion in the proposal for this contract.

OFFEROR _____ **SIGNATURE** _____

TITLE _____

SUBCONSULTANT SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONSULTANT	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

OFFEROR MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

(Project Specific Consultant Contracts)

CONTRACT I.D. NUMBER_____

PROJECT NUMBER_____

FHWA NUMBER_____

DISTRICT_____

DATE RFP SUBMITTED_____

OFFEROR'S NAME_____

SIGNATURE_____

TITLE_____

VENDOR NUMBER_____

DBE GOAL FROM RFP_____

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO QUOTE ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES **IF** NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE OFFEROR IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE OFFEROR'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	OFFEROR NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____SIGNATURE_____

TITLE_____

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE OFFEROR MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH. PROVIDE NAMES, ADDRESSES, TELEPHONE NUMBERS, AND EMAIL ADDRESSES FOR THE FIRMS LISTED ABOVE.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE OFFEROR. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____SIGNATURE_____

TITLE_____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE OFFEROR IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE OFFEROR ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

OFFEROR_____ SIGNATURE_____

TITLE_____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

MINIMUM DBE & SWAM REQUIREMENTS FOR PROJECT SPECIFIC CONSULTANT CONTRACTS

PROJECT NO. _____

FHWA NO. _____

INSTRUCTIONS

This form shall be used by the Consultant to submit the names of DBE firms to be used on the contract. The Consultant shall indicate the scope of work that each DBE will perform and the allowable credit.

DBE REQUIREMENT _____%

PERCENT ATTAINED BY PROPOSER _____%

Name(s) of DBE(s) To Be Used	**Certification #**	**Scope of Work**	**$ Amount of Allowable Credit**
		TOTAL $	

Total Contract Value $ _____ x Required DBE _____ % = $ _____

I/We certify that the DBE(s) listed will be used on this contract as stated hereon and assure that during the life of the contract I/We will meet or exceed the participation established hereon.

_____ BY _____
Offeror Signature

_____ BY _____
Title Date

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS
(Project Specific Consultant Contracts)

Project No.:

Federal Project No.:

This form is to be submitted in accordance with the Department's Special Provision DBE participation on profession service Project Specific Consultant Contracts.

It is hereby certified by the below signed Consultants that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subconsultant agreement* shall be submitted to the Department within fourteen (14) business days after contract execution.

It is further certified that the aforementioned fully executed subconsultant agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Consultant further represents that the aforementioned fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Consultant shall refer to any Consultant utilizing a DBE subconsultant, in which they are claiming DBE credit toward the contract goal.

Consultants further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE PRIME CONSULTANT AND THE SUBCONSULTANTS

Scope of Work to be Performed:

_____

Amount of Subconsultant Agreement to be executed: $_____

Prime Consultant: _____

Signature: _____ Title _____

Date:_____

Subconsultant: _____

Signature: _____ Title _____

Date:_____

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT CERTIFICATION OF CONTRACTOR

Full Name of Contractor:_____

Description of Contract:_____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services on school property or requiring direct contact with students on school property during school hours or during school- sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date:_____

_____
Name of Contractor

By:_____

_____
TITLE

SAMPLE SCORE SHEET DATE: _____

PROJECT #.: _____ PROJECT NAME: _____

FIRM:_____ SUBS: _____

	NUMERICAL VALUE	NUMERICAL SCORE
METHOD AND PLAN FOR PROVIDING SERVICES - Understanding of Scope - Proposed Approach - Expertise, experience and qualifications of team in providing services as related to the scope of services.	50 pts.	
QUALIFICATIONS AND EXPERIENCE - Team Experience - Organization Capabilities - Expertise, experience and qualifications in project management in providing services as related to the scope of services	35 pts.	
ORGANIZATIONAL CAPABILITY - Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants	15 pts.	
TOTAL	100 pts	

ADDITIONAL NOTES:

_____

_____

_____

ATTACHMENT C

REQUIRED DOCUMENTS

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2019-004 REFERENCES (Required)

Provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

1. _____

_____

_____

2. _____

_____

_____

3. _____

_____

_____

4. _____

_____

_____

5. _____

_____

_____

COMPANY NAME _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

FIRM DATA SHEET (REQUIRED)

Funding: _____ (S=State F=Federal) Project No.: ___
Division: __ EOI Due Date: _____

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

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE N = DBE or SWaM Firm Not Certified by DMBE NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
DMBE is the Virginia Department of Small Business and Supplier Diversity

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: ___

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

_____ _____
Signature Date

_____ _____
Title Name of Firm

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: _____

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

_____ _____
Signature Date

_____ _____
Title Name of Firm

VDOT Form C-63 (REQUIRED)

See link below for fillable form that can be used for submission

http://vdotforms.vdot.virginia.gov/SearchResults.aspx?filename=C63.pdf

Form C-63
Rev. 7-25-17

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
VENDOR PAYMENT COMPLIANCE REPORT
(FEDERALLY FUNDED PROJECTS)
(Vendor defined as: Subcontractor, Consultant, Supplier, Manufacturer, Hauler)

Pages(s) _____ of _____

(1a) **Report No.**
(1b) **Report Period** **20** **Oct. - Dec** ☐ **Jan - Mar** ☐ **Apr - Jun** ☐ **Jul - Sept** ☐

(2a) Federally Funded ☐ Federally Funded Local Govt. ☐
(2b) Contractor/Subcontractor _____
(2c) Contract ID No. _____
(2d) Date of Execution _____
(2e) District _____

(3) Vendor Name	**(4)** Tax I.D.	**(5)**Certification Type – Must Specify DBE, SWaM, or Non-DBE/SWaM	**(6)** Payments to Vendors	
			(6a) This Quarter	**(6b)** To Date

All amounts paid to all Vendors are to be reported and submitted according to the quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.
Signature and Title of Company Official _____ Date _____
Print Name and Phone Number of Individual Completing Report _____

**VIRGINIA DEPARTMENT OF
TRANSPORTATION INSTRUCTIONS FOR
VENDOR PAYMENT COMPLIANCE REPORT C-63**

The Prime Contractor is required to submit a Vendor Payment Compliance Report and document all payments made to all vendors during the designated quarterly reporting period. All amounts paid to vendors are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of vendor payments in response to monitoring and enforcement compliance reviews.

The instructions below correspond to each item on the report. Please follow the instructions.

1a. **Report No.**
Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting for the contract, enter Report No. 2.

1b. **Report Period**
Indicate the reporting period based on the Reporting Schedule listed in these instructions.

2a. **Funding Source**
Indicate the primary funding source: Federally Funded, Federally Funded Local Government.

2b. **Contractor/Subcontractor**
Enter your company's name

2c. **Contract I.D. No.**
Enter the contract identification number assigned to your project

2d. **Date of Execution**
Enter the date the contract was executed.

2e. **District**
Enter the VDOT District where the project under contract is located.

3. **Vendor Name**
Enter all subcontractors utilized.

4. **Tax I.D. No.**
Indicate the Federal Employer Identification No.

5. **Certification Type**
Specify the certification type of each Vendor: DBE - Disadvantaged Business Enterprise
SWaM - Small, Woman, and Minority-Owned Business Enterprise
Non-DBE/SWaM - Subcontractor is not certified as a DBE or SWaM business in Virginia

6. **Payments to Vendors**
Dollar amount paid to Vendors during contract

6a. **Payments to Vendors this Qtr.**
Dollar amount of payment made to Vendors in reporting quarter.

6b. **Payments to Vendors to Date**
Total dollar amount paid to Vendors since contract execution.

Effective (date), All Form C-63s for each reporting period shall be submitted in an electronic format to the District Civil Rights Office in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Reporting Period	Date Due To Responsible VDOT Charge
July 1 – September 30	Five (5) business days after the reporting period
October 1 – December 31	Five (5) business days after the reporting period
January 1 – March 31	Five (5) business days after the reporting period
April 1 – June 30	Five (5) business days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the District Civil Rights Office on the following business day.

VDOT TITLE VI EVALUATION FORM

This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT's contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.

VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.

Name of Preparer:	Preparer's Title:
Phone #:	Email Address:
Name of Organization:	Address of Organization:
Address of Virginia location where project will be done:	
Type of Contractor/Organization: ☐ Private Organization ☐ Governmental Agency	 ☐ Supplier ☐ Other _____

Workforce for Virginia Location		
Total	% Minority	% Female

Business Ownership/Control Minority ☐ Yes ☐ No Female ☐ Yes ☐ No	DBE Certified ☐ Yes ☐ No SWAM Certified ☐ Yes ☐ No
Does your organization currently have contracts or subcontracts with VDOT? ☐ Yes ☐ No What is your organization's most recent date of Title VI approval?	
Status of Project(s):	Value of current Contract(s):
What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services?	

Virginia Workforce

CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

Employment at this establishment -Report all permanent **full** and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	Total Col A-N
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Sir. Level Officials & Managers (1 **1)**															
First/Mid-Level Officials & Managers (1.2)															
Professionals (2)															
Technicians (3)															
Sales Workers (**4)**															
Administrative Support Workers (5)															
Craft Workers (6)															
Operatives (7)															
Laborers & Helpers(8)															
Service Workers (9)															
TOTAL (10)															
PREVIOUS YEAR TOTAL (11)															

Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?

2. Identify the person responsible for the administration of Title VI polices and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information.

Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware.

2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment?

3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations?

4. Are facilities and meeting areas fully accessible to persons with disabilities?

5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain.

6. How are limited English proficient persons made aware that they can receive translation services for access to services?

7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings?

8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity?

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report.

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period? If yes, provide the following:

    - The DBE's name and amount awarded
    - Total # of contracts awarded to DBEs
    - Total dollar amount of contracts awarded to DBEs

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature:

_____

(Authorized Officer) (Title) (Date)

For Office Use Only:

Provide award? Yes _____ No _____

Recommendations:

_____
_____
_____
_____
_____
_____
_____

Appendix A

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, disability, or low-income. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT's implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal-Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Executive Order 12898 on Environmental Justice (EJ)** addresses disproportionately high and adverse human health and environmental effects on minority and low-income populations
- **Executive Order 13166 on Limited English Proficiency (LEP)** - ensures people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."*

By contracting with VDOT, a contractor is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the contractor. VDOT's Civil Rights Division with the assistance from each applicable division's Program Manager, monitors an organization's compliance with the non-discrimination provisions.

To monitor compliance, each contractor and all sub-contractors are required to submit a Title VI Evaluation Form. This requirement is applicable for all contractors.

The Title VI Evaluation Form provides documentation that a contractor has procedures in place to prevent discrimination in programs and services based on Title VI.

VDOT will request a Title VI Evaluation Form within ten (10) days of notification of selection for new contractors or contractors that do not have a current assessment on file with VDOT. The Assessment Form should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Forms from:

Right of Way & Utilities Division
Location & Design Division
Environmental Division
Structure & Bridge
Innovative Project Delivery
Materials Division
Transportation & Mobility Planning Division

Once the Title VI Evaluation Form is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a pre-award letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Assessment Form. VDOT Program Managers have access to a Title VI Log that is updated monthly on the Civil Rights Website. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the contractor's office.

If the report is approved for award, a letter is sent out with an expiration date for one year from the date of the approval letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for contractors who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the contractor can still be found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT's Title VI Program or the Title VI Evaluation Form, you may directly contact the Title VI Coordinator in VDOT's Civil Rights Division at 804-786-2085 or at robin.underwood@vdot.virginia.gov.

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24, 2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal:	RFP01-22ks
Title:	Planning, Architectural & Engineering Open End Services for Federal Funded Projects
Dated:	February 7th,2022
Original Proposal Due Date:	March 1st, 2022 @ 3:00p.m.

The following changes/revisions have been made to the original Request for Proposal and are in **BOLD** as noted:

CHANGE:

The proposal due date has been changed **FROM** March 1st, 2022 as noted on page 1 **TO March 11th, 2022** to allow for more time for preparation and submission. The proposal due time remains unchanged.

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

February 24th, 2022

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE"** as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). That 12% DBE is listed as a "goal" across the entire contract award across all disciplines, not just one particular discipline. We are looking across 11 different disciplines in totality to make awards against. The goal for the DBE would be around 9% for each discipline in total than divided by the number of winning offerors in each discipline. For example, say 5 companies are selected for one discipline to be awarded a contract, each winning offeror would be expected to have a goal of just under 2% (1.8%) of their business with a DBE firm for that subset discipline that they won.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). If another Firm chose you to be a consultant for them, that would be fine. You could not be both a Prime and a consultant for someone else on the same project.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). Based on total cost of the project at hand. $500.00 - $150,000 range. Not to exceed $150k.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). **Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. We will accept proposals from all who can function in this capacity for us. Section 1.0 on page 3 states the services we are seeking are "Professional" vs "Non Professional" in nature.**

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County will look into doing this in the near future possibly as it may make sense to do so.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). A firm and each party to any joint venture can only submit one response. If a response is received by a joint venture between an architecture firm and another construction management entity, whether that construction management entity is legally characterized as a party to a joint venture, affiliate or subsidiary of the architecture firm, no other response may be submitted by any of the entities involved. Any such subsequent response would disqualify all the responses received by the entities involved.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?
A13). Yes, subconsultants that are part of your project team can use digital signature on their forms

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8348 Fax: (540) 422-8355

March 3, 2022

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference – Request for Proposal: RFP 01-22ks
Title: Planning, Architectural & Engineering Open End Services for Federally Funded Projects

Dated: **February 7th, 2022**

Proposal Due Date: **March 11th, 2022 @ 3:00 p.m.**

The following questions were received for the original Request for Proposal and the answers are in **BOLD** as noted:

Q1). Is the County looking for "**RETURN THIS PAGE"** as the only forms that need to be included in the final proposal or are you looking for other documents as well?
A1). Yes, please return all of the forms that state "RETURN THIS PAGE" along with your proposal if you are responding to the RFP.

Q2). I understand that the RFP allows for firms to submit for specific disciplines. For single discipline firms, do we need to fulfill the 12% DBE? Also, do you still anticipate only selecting less than 6 firms even though firms can submit on as few as one discipline?
A2). Any offeror will have to show how under their awarded contract they can meet the 12% goal through DBE sub. This can be within one discipline but they have to show how that would be met for their submitted services. The details are on pages 71-77 of the solicitation.

Q3). Section 6.2.4 reads: A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposal (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified". Would this prevent a Firm from submitting as a Prime and serving as a Sub-Consultant for another team?
A3). You could not be both a Prime and a sub-consultant on separate offers. However, this is only if you have not affiliation through the noted ownership or interest provisions, as defined by the State Corporation Commission, between your companies.

Q4). Section 6.2.3 reads: "Describe offeror's previous background and experience relative to Architectural and Engineering transportation related projects, including federally funded projects". Does this mean that the experience and references we show for each discipline should related to a Transportation Project?
A4). Yes, primarily Transportation specific for your companies background and past job experiences related to the Transportation industry in particular those that were federally funded. Keeping in mind that the County seeks state and federal transportation funding for multiple modes of transportation.

Q5). In regard to the above referenced RFP, it is stated at the top of Page 4 *"Projects awarded because of this RFP will vary and may consist of projects valued as low as $500 and up to $150,000 in value."* Is this based on construction or fee?
A5). As means of clarification, the final contract awards will allow for $500,000 per project/task and then not to exceed $1.5 million per contract year.

Q6). I didn't see a deadline for questions in the RFP. Did I miss it or do you plan to set a deadline for questions?
A6). An addendum will be posted this Thursday 2/24/22 by COB for all questions received along with the answers provided.

Q7). Scope of Services 4.2: Construction Management is a non-professional discipline. Is it the County's intent to only accept proposals from PCs and PLLCs for the Construction Management discipline?
A7). Construction management is defined by the CMAA as a "professional service" that provides a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, and function. Construction management is compatible with all project delivery methods. No matter the setting, a Construction Manager's (CMs) responsibility is to the owner and to a successful project. For VDOT purposes and federal projects, this does not matter, and it will require the same level of VDOT review for all of these services as the CM has to have an engineer of record associated with their services.

Q8). Does the County intend to issue a separate RFP for non-professional services for federally funded projects?
A8). The County may look into doing so should it make sense to do so. At this time the County does not intend to issue an RFP for Non-Professional Federally funded services.

Q9). General Terms and Conditions, Insurance Checklist: Number 4. Prof. Errors and Omissions Coverage is not marked as a required coverage. I think must be an error since this RFP covers A/E design?
A9). Yes, errors & omissions insurance is definitely a requirement for A/E contracts. We certainly want proof of that coverage.

Q10). Are there any plans to extend the due date?
A10). Yes, we have extended the due date until 3/11/2022 at 3:00pm due to us having multiple solicitations out and the possibility of multiple firms submitting to others as well.

Q11). Can you provide clarification for "6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required?" Do you want the full 95-page RFP returned with the necessary forms completed? Or can we just include the completed forms and exclude the other RFP pages?
A11). Please return your proposal and all of the required forms when you submit your bid.

Q12). In reference to section 6.2.4 - paragraph 3

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an

individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

Based on the section above from the RFP:
If a firm is on an Architecture team (prime) as a Subconsultant for CM services, is the CM Subconsultant precluded from submitting their own separate RFP response as a prime for CM services only, as long as they are not an affiliate or subsidiary of the Architectural firm submitting as a prime?

A12). See question #3 response. As long as you are not associated with the prime on the alternate response through an ownership affiliation, you may listed as a subconsultant on an alternate response.

Q13). Can subconsultants that are part of our project team use digital signature on their forms (ie: debarment form, DBE commitment letter)?

A13). Yes, subconsultants that are part of your project team can use digital signature on their forms.

All other specifications, terms and conditions remain unchanged.

Charles T. Ward

Charles Ward, MBA C.P.M. VCO, VCA
Procurement Manager

TIMMONS GROUP
ENGINEERING | DESIGN | TECHNOLOGY

PLANNING, ARCHITECTURAL AND ENGINEERING OPEN END SERVICES FOR FEDERAL FUNDED PROJECTS

Fauquier County, VA

RFP# 01-22ks

Date: March 11, 2022 | 3:00 PM







Contact: Bill Vest, PE | Principal-in-Charge
20110 Ashbrook Place, Suite 100 | Ashburn, VA 20147
703.554.6700 phone | bill.vest@timmons.com

Addendum 1 Acknowledged
Addendum 2 Acknowledged
Addendum 3 Acknowledged

TIMMONS GROUP

20110 Ashbrook Place
Suite 100
Ashburn, VA 20147

P 703.554.6700
F 703.726.1345
www.timmons.com

March 11, 2022

Fauquier County
Government and Public Schools Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

RE: **Planning, Architectural & Engineering Open End Services for Federal Funded Projects, RFP 01-22ks**

Dear members of the selection committee:

Timmons Group is excited about the opportunity to provide professional engineering services to Fauquier County for the above referenced Request for Proposal. We have provided similar services to Fauquier County through our current Civil Engineering and Landscape Architecture on-call contract, and we look forward to continuing this on-going working relationship. For this contract, we are proposing to provide services for civil engineering, survey, environmental engineering, and traffic / transportation services. As you review our proposal, please note the following strengths our team offers you:

- ✓ We have extensive experience providing general civil and traffic engineering, survey, environmental engineering, plan review, and landscape architecture services to local governments through on-call contracts. In addition to providing services to Fauquier County, we are currently providing on-call civil support services to Loudoun County, City of Winchester, the City of Fairfax, and the the Towns of Lovettsville andPurcellville. We've facilitated these contracts by providing a high-level of service through clear and consistent communication with our clients and teams.

- ✓ We have an integrated in-house team of civil engineers, planners, transportation and traffic engineers, survey teams, environmental scientists, along with additional in-house support services as needed. These resources are available to support the needs of your staff, residents, and community.

- ✓ We are committed to meeting our DBE/SWaM goals. We are proud of our past record of performance working with minority and women-owned firms and emerging small businesses on previous local and state contracts. We have identified many DBE and SWaM partners to work with on this contract to ensure that we can dedicate at least 12% of total contract revenues for federally funded projects.

- ✓ Local experience is one of our greatest assets. Our Northern Virginia office is located in Ashburn, within a 45-minute drive of your office. This local presence allows us to fully understand the development process and market conditions.

- ✓ Timmons Group regularly employs sophisticated communications and collaboration tools throughout our offices that allow us to work as one team regardless of physical work location. These proven work platforms have been invaluable during the COVID-19 emergency. A portion of our staff has been working remotely since the pandemic began and we have experienced no project delays.

We pride ourselves on living up to our promise of truly personal service. We look forward to the opportunity to present our qualifications further to your selection committee and if selected, to faithfully continue our service to Fauquier County and your community members under this contract.

Respectfully Submitted,



Bill Vest, PE, DPE
Principal-in-Charge
Phone: 703.554.6705
bill.vest@timmons.com

TABLE OF CONTENTS

6.2.1 Certification Page, Addenda, and Acknowledgments

Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required.

6.2.2. Location of Offeror

Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, e-mail address; and any other pertinent information relative to the size and organizational structure of the company.

6.2.3 Previous Background and Experience

Describe Offeror's previous background and experience relative to Architectural and Engineering transportation related projects funded, including federally funded projects. Provide five (5) references from former or current government (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons), on the form provided in Attachment C. It is preferred that Offeror's provide references that do not include Fauquier County.

6.2.4 Affiliated / Subsidiary Companies

Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

6.2.5 Approach / Methodology

The Offeror shall provide a written narrative describing the approach/methodology for providing services within the disciplines noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Scope of Services. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy that requirement or discipline.

6.2.6 Individual Team Resumes

Individual resumes describing the representative or representatives on behalf of the Offeror. Resume describing the qualifications, education and experience of personnel to be assigned. Identify persons authorized to represent the Offeror.

6.2.7 Exceptions to the RFP

Exceptions to RFP: Per the Virginia Public Procurement Act, Section 2.2-4302.2, (A) (3), Offeror's will not be instructed to provide exceptions to the RFP, unless and until Offeror is selected for negotiations. At the time of selection, Offeror shall provide full disclosure of all exceptions to the RFP. Offeror's are expected to prepare all exceptions in advance, in order to be prepared to provide exceptions, promptly, upon request, to facilitate the negotiation process.

Appendix

CERTIFICATION PAGE

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 02/07/2022 **RFP 01-22ks**

TITLE: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

ISSUED BY: Fauquier County Government and Public Schools Procurement Division
320 Hospital Drive, Suite 23 Warrenton, VA 20186

USING DEPARTMENTS: Fauquier County and Fauquier County Public Schools, All Departments/Divisions

Sealed Proposals Will Be Received Until **03/01/2022 @ 3:00 P.M** For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed To: Kathy Stanley, CPPB, Senior Buyer, Phone: (540) 422-8354, Fax: (540) 422-8355 e-mail: Kathy.Stanley@fauquiercounty.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILDS OFFICE BUILDING 320 HOSPITAL DRIVE, 2nd FLOOR, SUITE 23.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

Timmons Group, Inc.

20110 Ashbrook Place

Suite 100

Ashburn, VA Zip Code: 20147

FEI/FIN NO.: 54-1301413

Date: 03/10/2022

By: _____
(Signature in Ink)

Name: Bill Vest, PE, DPE

Title: Principal

Telephone Number: (703) 554.6700

E-mail address: bill.vest@timmons.com Fax Number: (703) 726.1345

Submitting for *ALL* Disciplines noted herein (Y/N): N If N, *list which specific Disciplines the proposal provides for*: Civil Engineering, Surveying Services, Environmental Engineering, Traffic / Transportation Planning & Engineering

RETURN THIS PAGE

PROPRIETARY INFORMATION

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page	Reason(s) for Withholding from Disclosure
Appendix - VDOT Form C-63	65	Contains payment information to consultants.

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets', and "proprietary information" including processes.
Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ****

ABILITY TO TRANSACT BUSINESS

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless the County Administrator or School Superintendent grants a waiver of this requirement and the administrative policies and procedures established to implement this section, as applicable.

If the County of Fauquier, Virginia, accepts this quote for goods or services, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

A. X Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 0264043-1.

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

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

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Timmons Group, Inc.

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

Timmons Group, Inc.

Legal Name of Offeror/Bidder

03/10/2022

Date

Authorized Signature

Bill Vest, PE, DPE - Principal

Print or Type Name and Title

INSURANCE CHECKLIST

DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required		Coverage Required	Limits (figures denotes minimum)
X	1.	**Workers' Compensation** and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes $100,000/$500,000/$100,000 Statutory Statutory
X	2.	**Commercial General Liability** General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. $1,000,000 (CSL) Each Occurrence $2,000,000 $2,000,000 $1,000,000 $100,000 per Occurrence
X	3.	**Automobile Liability** Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. $1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
___	4.	**Prof. Errors and Omissions** Best's Guide Rating-A-VIII or better or its equivalent	4. $1,000,000 (CSL) Each Claim
___	5.	**Garage Liability**	5. $1,000,000 CSL Each Occurrence
___	6.	**Garage Keeper's Legal Liability** Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
___	7.	**Umbrella Liability** Best's Guide Rating-A-VIII or better, or its equivalent.	7. $1,000,000 Minimum
___	8.	**Other Insurance:** Cyber Liability as needed	8. $1,000,000 Minimum
X	9.	**Auto and General Liability Policies <u>shall be endorsed to name</u> Fauquier County as additional insured** (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
X	10.	The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
X	11.	**The Certificate must state Bid/RFP No. and Bid/RFP Title.**	
X	12.	**Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.**	

OFFEROR STATEMENT

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

Timmons Group, Inc.
FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

PROOF OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	CONTACT NAME: Dana Gregory PHONE (A/C, No, Ext): 804-678-5029 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: certificatesvawv@mcgriffinsurance.com
INSURED 35TIMMOGRO Timmons Group Inc 1001 Boulders Parkway Suite 300 Richmond VA 23225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Insurance Company — 35289 INSURER B : XL Specialty Insurance Company — 37885 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 238681622 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6050247042	11/11/2021	11/11/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BUA6050247039	11/11/2021	11/11/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6050247056	11/11/2021	11/11/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		6050025679	11/11/2021	11/11/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	*Professional Liab.	N		DPR9968700	11/11/2021	11/11/2022	Per Claim Aggregate Deductible	$5,000,000 $5,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Umbrella coverage does not extend over Professional Liability

CERTIFICATE HOLDER

Timmons Group, Inc.
1001 Boulders Pkwy Ste. 300
N Chesterfield VA 23225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
KBlank

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FIRM OVERVIEW

PROPOSAL CONTACT

Bill Vest, PE, DBE
Principal in Charge

Ph. 703.554.6700
Fax 703.726.1345
bill.vest@timmons.com

OUR MISSION

To achieve unparalleled understanding of our clients, their businesses and their visions resulting in unrivaled customer service and shared success.



NINE VIRGINIA OFFICES:

- Ashburn
- Richmond *(Headquarters, Southlake, and Downtown)*
- Prince George
- Virginia Beach
- Newport News
- Charlottesville
- Staunton

WHO WE ARE

Recognized for more than 25 years as one of ***Engineering News Record's Top 500 Design Firms***, Timmons Group provides civil engineering, environmental, geotechnical, GIS/geospatial technology, landscape architecture and surveying services to a diverse client base. Our market-focused organization is structured to help fulfill our mission "to achieve unparalleled understanding of our clients, their businesses and their visions, resulting in unrivaled customer service and shared success." We provide:

- Site/Civil Engineering
- Environmental Services
- Traffic & Transportation
- Stormwater Infrastructure
- Landscape Architecture
- Survey & Mapping
- Structures & Bridges
- Landscape Architecture
- Economic Development
- Right of Way Services
- Geotechnical Engineering & Testing
- Water & Wastewater Engineering
- Geographic Information Systems (GIS)
- Envision™ Sustainable Design



800± STAFF

69 YEARS IN BUSINESS

Best Firms To Work For

INC.5000 A FASTEST GROWING PRIVATE FIRM IN US

HOT FIRM ZWEIG GROUP

ENR TOP 500

TOP WORK PLACES

PROXIMITY, FAMILIARITY, AND COMMITMENT

We realize that each locality has special and unique needs, much like each consultant has areas of expertise that help set them apart from their competition. As such, we have highlighted some of the areas that we believe differentiate us from our competition.

15+ YEARS OF EXPERIENCE WORKING WITH FAUQUIER COUNTY

We have had the County's best interest in mind every step of the way.

Proximity to Fauquier County

Timmons Group has been in Central Virginia since 1953 with our headquarters located just under 95 miles and with our Northern Virginia office in Ashburn under 40 miles from Fauquier County, respectively. These two offices combined house over 350 employees that are readily available to Fauquier County as an extension of your staff. In addition, we have a downtown Richmond office within minutes of several key state and federal regulatory agencies.

Bill Vest, our proposed Principal in Charge, is located in our Ashburn office along with our Contract Manager, Luke Fetcho. Both Bill and Luke have managed similar on-call contracts throughout Virginia, and have the full resources of all Timmons Group offices at their disposal. The next page of this proposal contains the addresses, phone numbers, and information for all of our additional offices in Virginia.



Familiarity with Fauquier County

Timmons Group has worked successfully with Fauquier County on several projects including the Central Sports Complex, Fire Training / Burn Building, Kettle Run High School, Cedar Lee Middle School, and a variety of task orders through our current Civil Engineering and Landscape Architecture on-call contract. Timmons Group completed a full array of services on these projects to include all initial due diligence (boundary, topographic and subdivision surveys, geotechnical, environmental, wetlands delineations, etc.), funding assistance, master planning, prospect recruitment and project design through construction implementation.



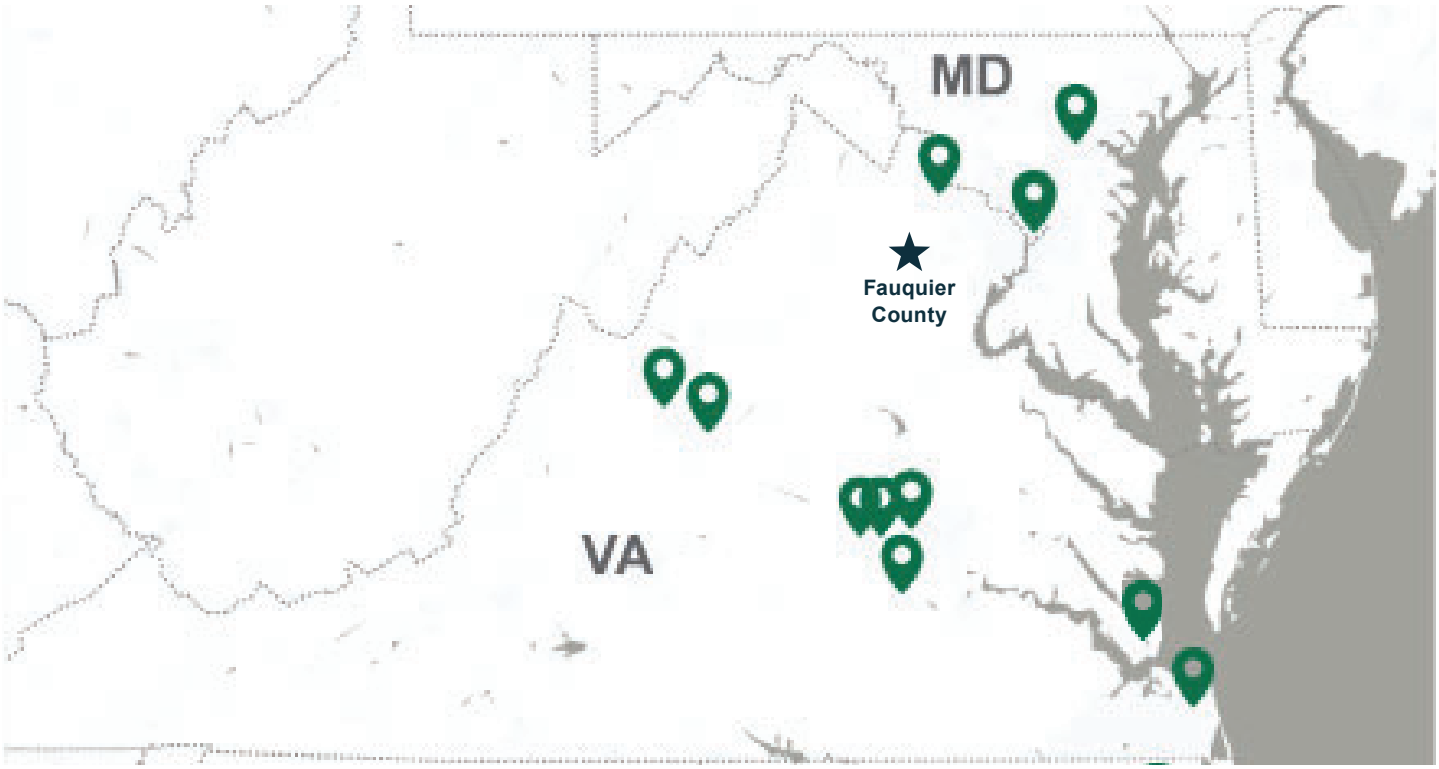
In addition to our longstanding relationship with the County, we have successfully worked with a number of the entities developing projects in the region which include the Beights Development Corp, Dominion Energy, Mill Run LLC, Morgan Property Group, and Strata Solar. As such, **we have an in-depth understanding of how the County works and base understanding of the requirements for the development of projects** under this on-call contract and will utilize this expertise to become an asset to the County.

Our Commitment to the Fauquier County

We understand that to implement projects assigned under this contract agreement, you will need a project team that is ready to begin immediately, experienced in working with local governments similar to Fauquier County, and skilled in the delivery process from design concept through construction all while maintaining quality and consistency.

We offer you an experienced team of professionals that can do just that! **Our team offers you the combined talents and expertise of design professionals that have been at the table with your representatives before.** We are confident our team's current and relevant experience, along with our familiarity with regulatory agencies and processes, will be instrumental in creating the most successful projects for your community as assigned under this contract. Our team will actively be involved from the inception to the final completion of your projects as assigned under this contract. This will provide you with the same contacts for the duration of each of your projects and promote continuity in working with reviewing agencies. We have included examples of our firm's project experience in Section 6.2.3 - Previous Background Experience and resumes of our key personnel 6.2.6 - Individual Team Resumes.

TIMMONS GROUP - OFFICE LOCATIONS



Corporate Headquarters
1001 Boulders Parkway, Suite 300
Richmond, VA 23225
Tel. 804.200.6500

Northern Virginia
20110 Ashbrook Place, Suite 100
Ashburn, VA 20147
Tel. 703.726.1342

Downtown Richmond
117 S. 14th Street, Suite 303
Richmond, VA 23219
Tel. 804.521.1065

South Lake
430 Southlake Boulevard, Suite 14 & 15B
Richmond, VA 23236
Tel. 804.200.6500

Charlottesville
919 Second Street SE
Charlottesville, VA 22902
Tel. 434.295.5624

Tri-Cities
4701 Owens Way, Suite 900
Prince George, VA 23875
Tel. 804.541.6600

Virginia Beach
2901 South Lynnhaven Road, Suite 200
Virginia Beach, VA 23452
Tel. 757.213.6679

Newport News
11832 Rock Landing Drive, Suite 306
Newport News, VA 23606
Tel. 757.782.3041

Staunton
28 Imperial Drive
Staunton, VA 24401
Tel. 540.885.0920

REFERENCES

2019-004 REFERENCES (Required)

Provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

1. City of Fairfax – Peter Millard
   9900 Main Street, Fourth Floor, Fairfax, VA 22031
   703.246.6330 / peter.millard@fairfax.gov

2. Loudoun County – Logan Baird, PE, Civil Engineer
   Office of Capital Construction, PO Box 7500, Leesburg, VA 20177
   571.258.3143 / logan.baird@loudoun.gov

3. Town of Purcellville – Dale E. Lehnig, PE, CFM, Capital Projects & Engineering Manager
   221 South Nursery Avenue, Purcellville, VA 20132
   540.751.2327 / dlehnig@purcellvilleva.gov

4. Hanover County – Joe Vidunas, Traffic Engineer
   Department of Public Works, PO Box 470, Hanover, VA 23069
   804.537.6181 / jevidunas@co.hanover.va.us

5. Chesterfield County – Chessa Faulker Walker, PE, Assistant Director of Transportation
   9800 Government Center Parkway, Chesterfield, VA 23832
   804.748.1037 / walkerch@chesterfield.gov

COMPANY NAME Timmons Group, Inc.

SIGNATURE  DATE 03/10/2022

NAME Bill Vest, PE, DPE TITLE Principal

ON-CALL CONTRACT EXPERIENCE

Timmons Group professionals have extensive experience delivering projects under annual term contracts. We have a successful track record of delivering civil engineering, planning, stormwater services, geographic information services (GIS)/asset management, environmental science, landscape architecture, surveying and geotechnical engineering services for municipal projects throughout the Commonwealth. Due to our responsive service to these clients, many have renewed their contracts with Timmons Group over the years. Below is a list of term contracts that we currently hold with local government agencies across Virginia.

Counties:

- Accomack
- Albemarle
- Amelia
- Augusta
- Arlington
- Campbell
- Chesterfield
- Dinwiddie
- Essex
- Fairfax
- Fauquier
- Franklin
- Goochland
- Greensville
- Hanover
- Henrico
- James City
- Loudoun
- Louisa
- Orange
- Powhatan
- Prince George
- Prince William County Schools
- Rappahannock
- Rockingham
- Spotsylvania
- Stafford
- Suffolk
- Sussex

Cities:

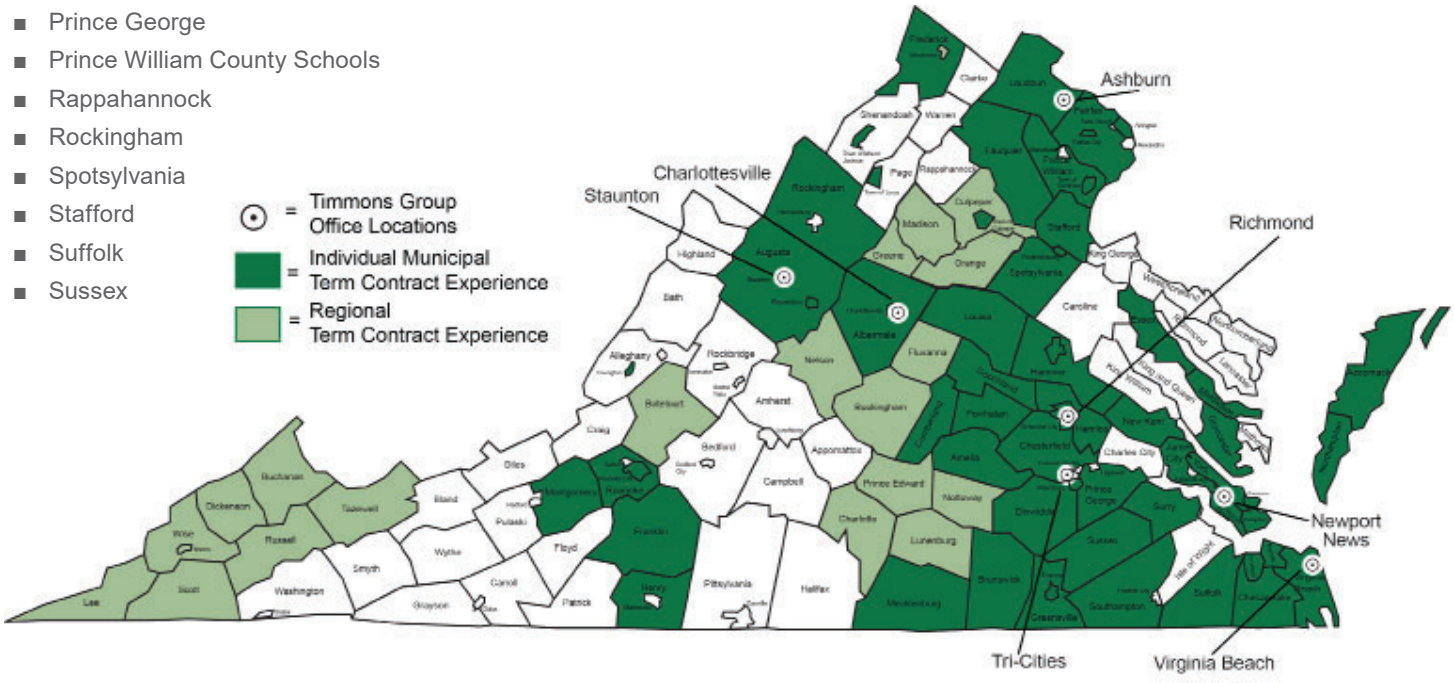
- Charlottesville
- Chesapeake
- Covington
- Fairfax
- Franklin
- Fredericksburg
- Hampton
- Harrisonburg
- Lynchburg
- Norfolk
- Petersburg
- Richmond
- Roanoke
- Staunton
- Suffolk
- Virginia Beach
- Waynesboro
- Winchester
- Williamsburg

Towns:

- Ashland
- Culpeper
- Dumfries
- Lovettsville
- Luray

Regional Authorities:

- Hampton Roads Planning District Commission
- Central Shenandoah Planning District Commission
- Virginia Coalfield Economic Development Authority
- Williamsburg Area Transit Authority



ON-CALL CONTRACT EXPERIENCE



Fauquier County Open-Ended - Civil Engineering, Landscape Architecture,

Fauquier County, VA

Timmons Group is under contract to provide professional engineering services for investigations, studies, reports, cost estimates, designs, bid documents, and construction administration. This contract was awarded for both civil engineering and landscape architecture.

Civil Engineering tasks include site requirements, design/evaluation of site drainage and storm water management, design/evaluation of traffic control and/or circulation, design/evaluation of on-site survey sanitary sewer treatment facilities and utilization studies, feasibility studies, design and preparation of preliminary documents, working drawings and specification, services related to minor and/or new construction or renovation projects to include planning and project evaluation, and studies and audits for compliance with federal, state, and local regulations.

Tasks assigned under Landscape Architecture portions include facility requirements and utilization studies, feasibility studies for renovation and alteration projects, design and preparation of preliminary documents, working drawings and specifications, services related to minor and/or new construction or renovation projects to include planning, handicapped accessibility and project evaluation.

Client

- Fauquier County

Contact

- Kathy H. Stanley, CPP, CPPB
  Senior Buyer
  Fauquier County Procurement
  kathy.stanley@fauquiercounty.gov
  540.422.8872

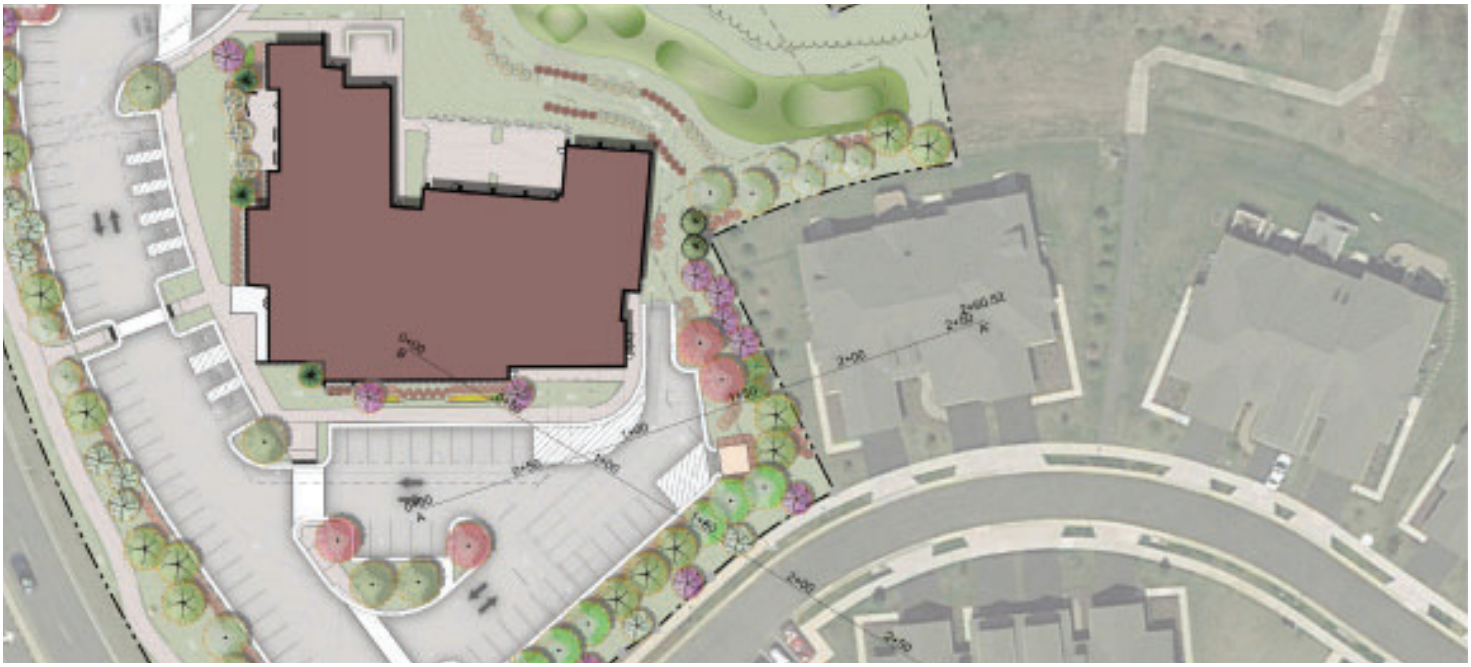
Relevant Services Provided

- Civil Engineering
- Surveying
- Traffic / Transportation

Project Duration

- Ongoing
  **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*

ON-CALL CONTRACT EXPERIENCE



Loudoun County A/E Basic Ordering Agreement

Timmons Group has been fortunate to provide civil engineering and surveying services on several A/E BOA contracts with Loudoun County Department of Transportation and Capital Infrastructure (DTCI).

The tasks undertaken with this contract have a wide range of civil engineering, surveying, environmental study and planning requirements. Each project typically starts with a preliminary zoning, environmental, transportation and site constraints exercise as part of a feasibility study. As the projects progress, Timmons Group works closely with Loudoun County to identify project goals that fit the established budget and project schedule. Timmons Group coordinates all site plan design and site permitting with local review agencies, project civil specifications, LEED site credits, environmental permitting, and construction administration for each project.

The task orders have included:

- Juvenile Detention Center
- Lovettsville Community Center
- Sterling Community Center
- Ashburn Senior Center
- Bolen Park – Restroom and Concessions Buildings
- Purcellville Group Home
- Fire Station Annex and Training Facility
- Juvenile Detention Center – Utility Extension Plan
- Shared Use Path - Purcellville to Hamilton
- Rive Creek Parkway - Sidewalk Extension
- Gourley Transit Drive - Widening

Client

- Loudoun County, Virginia

Contact

- Logan Baird, PE
  Civil Engineer
  logan.baird@loudoun.gov
  571.258.3143

Relevant Services Provided

- Civil Engineering
- Surveying
- Environmental
- Traffic / Transportation

Project Duration

- Ongoing
  **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*

ON-CALL CONTRACT EXPERIENCE



Town of Purcellville, Engineering and Related Services BOA

Timmons Group is providing civil engineering and related services to the Town of Purcellville under a Task Order Contract. Services under this contract include those for wastewater system, water system, street systems, stormwater, dams, environmental studies, surveying, GIS, and other general engineering services. To date task orders have included the following:

- Police Headquarters Building and Site Evaluation
- Site Evaluations for New Police Headquarters
- Evaluation of 17336 Pickwick Drive for New Police Headquarters
- JT Hirst Reservoir Dam DCR Dam Safety Operating Certificate Renewal

Client

- Town of Purcellville, VA

Contact

- Dale E. Lehnig, PE, CFM
  Capital Projects & Engineering Manager
  540.751.2327

Relevant Services Provided

- Civil Engineering
- Surveying
- Environmental

Project Duration

- Ongoing
  **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*

ON-CALL CONTRACT EXPERIENCE



Stafford County, On-Call Contract for Engineering Services

Timmons Group has performed a number of site evaluations/land use studies under our existing term contract with Stafford County. Representative projects include:

- Utility Complex Schematic
- Utility Complex Master Plan (Rapp Jail site)
- Utility Complex Master Plan Update
- Indoor Pool Study
- Embry Mill & SASA Sites

These site evaluations have typically involved confirming the program elements, evaluating desired adjacencies on the site, performing a test fit, generating layout alternatives that confirm the feasibility of a given parcel, performing concept-level grading analysis, reviewing zoning constraints, evaluating transportation access, refining alternatives for presentation to Board of Supervisors by County Staff, and generating preliminary opinions of probable costs. Evaluation of alternatives and selection of preferred options is performed in consultation with the Owner.

Other projects under this contract have included:

- Mine Road Sidewalk Improvements
- Juggins Road Improvements
- Embrey Mill Park Phase 3

Client

- Stafford County, VA

Contact

- Steve Hubble
  Assistant Director of Public Works
  540.658.8671
  shubble@co.stafford.va.us

Relevant Services Provided

- Civil Engineering
- Surveying
- Environmental

Project Duration

- Ongoing
  **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*

ADDITIONAL ON-CALL CONTRACT EXPERIENCE

Name and Location	Project Experience	Services Provided	Client Contact Information
General Engineering Term Contract, Southampton County, VA	■ 1.25 MGD Courtland WWTP PER & Expansion ■ 1.8 MGD sewer pump station design ■ 500,000 gal elevated storage tank ■ Turner Tract – Master Plan and Industrial Park Development ■ Virtual Building Development ■ Agri-Business Park – Industrial Access Road **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*	■ Well permit applications & renewals ■ Wetlands delineation and COE confirmation ■ Stormwater management ordinance & LID implementation ■ Boundary & topographic survey ■ VEDP grant application assistance ■ Fiscal impact analysis for confidential prospect ■ Site due diligence	Mike Johnson PO Box 400 Courtland, VA 23837 757.653.3015
Architectural and Engineering Services, Dinwiddie County, VA	■ Dinwiddie Commerce Park Development ■ Amazon/Prospect recruitment **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*	■ Traffic impact studies ■ Environmental permitting ■ Funding assistance ■ Geotechnical work ■ Boundary & topographic survey	Morgan Ingram 14016 Boydton Plank Road Dinwiddie, VA 23841 804.265.1233
Traffic and Transportation, Chesterfield County, VA	■ Economic Development/Revitalization Projects ■ County-Funded Projects ■ VDOT-Funded, CDOT-Administered Projects ■ Route 10/Courthouse Road Intersection Improvements ■ Route 10/Route 145 Intersection and Corridor Improvements ■ Walmsley Boulevard Intersection Improvements ■ Route 60/North Woolridge Road Intersection Improvements ■ Hopkins Road Sidewalks and Streetscaping ■ Genito Road/Woolridge Road Intersection Improvements ■ Meadowville Waterline Extension **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*	■ Traffic data collection ■ Traffic impact analysis ■ Simulation & modeling ■ Corridor studies ■ Access management ■ Roadway & intersection design ■ Interchange evaluation & design ■ Traffic signal design & optimization ■ Pedestrian & bicycle planning ■ Traffic calming measures ■ Maintenance of traffic plans ■ Construction engineering & inspection ■ Water transmission and distribution	Chessa Faulker Walker, PE Post Office 40 Chesterfield, VA 23832 804.748.1037

ADDITIONAL ON-CALL CONTRACT EXPERIENCE

Project Name and Location	Projects	Services Provided	Client Contact Information
Multiple Term Contracts, Hanover County, VA	■ Sliding Hill/Air Park Intersection Improvements ■ Atlee Road Extension ■ North Lakeridge Parkway Extension, Phase I, Phase II, and Phase III ■ Lakeridge Parkway Extension, South of Lewistown Road (Phase IV) ■ Pole Green Road and Lee Davis Road Intersection Improvements ■ Old Hickory Road Extension ■ Route 1250 Corridor Study ■ Totopotomoy Creek Sewer Interceptor ■ Beverly Road Waterline Replacement ■ Beaverdam Pump Station/Odor Control ■ Thompson Street Reconstruction ■ Jackson Avenue Pump Station ■ South Crater Street & Early Street Waterline Replacement ■ New Courts Building **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*	■ Wetlands and stream consulting services ■ Hydrogeological services ■ Engineering design services ■ Geotechnical engineering services ■ Land surveying services ■ Construction inspection and testing services ■ Park and recreation projects ■ GIS/geospatial services ■ Traffic and roadway engineering ■ Water/wastewater utility engineering	Mike Flagg, PE Post Office Box 470 Hanover, VA 23069 804.537.6181
Survey and Civil Engineering On-Call Services, City of Charlottesville, VA	■ Meadow Creek Pedestrian Bridge ■ McIntire Building Wall Rehab ■ Charlottesville City Yard Master Plan ■ Charlottesville Circuit Court ■ Rapid Flashing Beacon White Paper ■ Charlottesville Circuit Court Survey including Wall Easement ■ Fueling Station ■ Charlottesville City Schools Traffic Study **All project task orders completed to date under this open-end Basic Ordering Agreement (BOA) contract have been performed within the client agreed upon budgets and schedules.*	■ Topographic surveys ■ Location of under- and above-ground utilities ■ Preparation of construction documents ■ Sidewalk design ■ Stormwater drainage design ■ Preparation of cost estimates ■ Public meeting attendance ■ Construction administration services ■ Retaining wall design	Tony Edwards 610 East Market Street Charlottesville, VA 22902 434.970.3182

"I'd like to commend the Timmons Group team for exceptional, professional and punctual work on this on-call contract. The County has been able to make informed decisions about current and future projects largely due to the accuracy and thoroughness of your engineering services and guidance."

— Joseph E. Vidunas, Hanover County

ADDITIONAL PROJECT EXPERIENCE



Kettle Run High School

Fauquier County, VA

As a the Civil Engineering consultant for Moseley Architects, Timmons Group was responsible for design and project management for the site design for Kettle Run High School. The scope for this project included several zoning applications along with extensive off-site utility design. This project is located in Fauquier County just outside of the New Baltimore Service District. The building is situated on the property to overlook a commons area and the athletic facilities. The existing farm ponds were designed around so that their natural state would be maintained as much as possible to enable the teaching staff to utilize them as outdoor class areas if desired. The site was designed with two access points to Dumfries Road, one access would serve the bus traffic with a bus loop on site and the faculty parking, while the other access point would serve the visitor parking, student parking and parent drop off area. The entire site area discharged into a large swale towards the rear of the property where we proposed a large detention basin for quantity control of the site runoff. This large basin also served as a qualitative control and was designed as a permanent pond to increase the aesthetics of the overall site development. We also placed several fore bays at various outfalls for sediment control prior to entering wetlands and streams. The site design also included road frontage improvements to allow for left and right turn lanes into each entrance.

Client

- Fauquier County Public Schools

Contact

- Bill Laughlin, AIA
  Moseley Architects
  704.540.3755

Relevant Services Provided

- Civil Engineering
- Surveying
- Traffic / Transportation

Project Completed On Time and Within Budget

ADDITIONAL PROJECT EXPERIENCE



Rogues Road Intersection Improvements

Fauquier County, VA

This project was the first phase of design for the new Lunceford High School. The project required designing road frontage improvements along Rogues Road and a traffic signal design for the Rogues Road/Grapewood Drive intersection and access road to the new high school. The roadway improvements design included pavement width transitions that accommodates both left and right turn lanes, wider graded shoulders, curb and gutter and roadside ditches.

During the preliminary design stage, three design alternatives were prepared for evaluating construction costs and to assess impacts to wetlands, utilities and impacts to adjacent properties. The plan approval was coordinated with the Fauquier County Department of Community Development, Fauquier County and the Virginia Department of Transportation.

Project Highlights

- Conducted on-site field inspection meetings with all stakeholders including VDOT, Fauquier County, utility owners and property owners to present the proposed improvements and review potential impacts at each location.
- Construction plans and profiles are in accordance with VDOT Road and Bridge Standards.
- Traffic signal plans are in accordance with VDOT Northern Region Operations standards and special provisions.
- Provided construction administration services including shop drawing review and construction monitoring.

Client

- Fauquier County

Contact

- Rick Carr
  Fauquier County
  Department of Community
  Development
  540.347.8660

Relevant Services Provided

- Civil Engineering
- Surveying
- Traffic / Transportation

Project Completed On Time and Within Budget

ADDITIONAL PROJECT EXPERIENCE



Central Sports Complex

Fauquier County, VA

The Central Sports Complex is one of three sports complexes authorized by the County to alleviate the shortage of sports fields. The complex involved the design of the complex including park elements, a parking lot and emergency access roadway. We provided planning and design for the balance of the complex which included three soccer fields, three football fields, two little league baseball fields, two softball fields, one competition baseball field, two concession stands, two recreational pavilions, roads, trails, parking, maintenance areas, batting cages and related amenities. Detailed designs, drawings and specifications were prepared. Timmons Group also obtained the necessary site plan and permit approvals and provided minor construction administration assistance.

Project Highlights

Specific services required to complete this project include:

- Concept layout including wells, drainfields, water and zoning issues
- Grading, utility, parking and access road design
- Road frontage improvements along Meetz Road, including left- and right-hand turn lanes
- Stormwater management, drainage and erosion and sediment control
- Landscape plans, including a trail network throughout all complex facilities
- Final design
- Site plan approval and permitting
- Construction bidding, oversight and post-construction

Client

- Fauquier County Department of Parks & Recreation

Contact

- Michael Hanson, CPRP, CPP
  Superintendent, Projects & Planning
  michael.hanson@fauquiercounty.gov
  540.422.8872

Relevant Services Provided

- Civil Engineering
- Surveying
- Environmental
- Traffic / Transportation

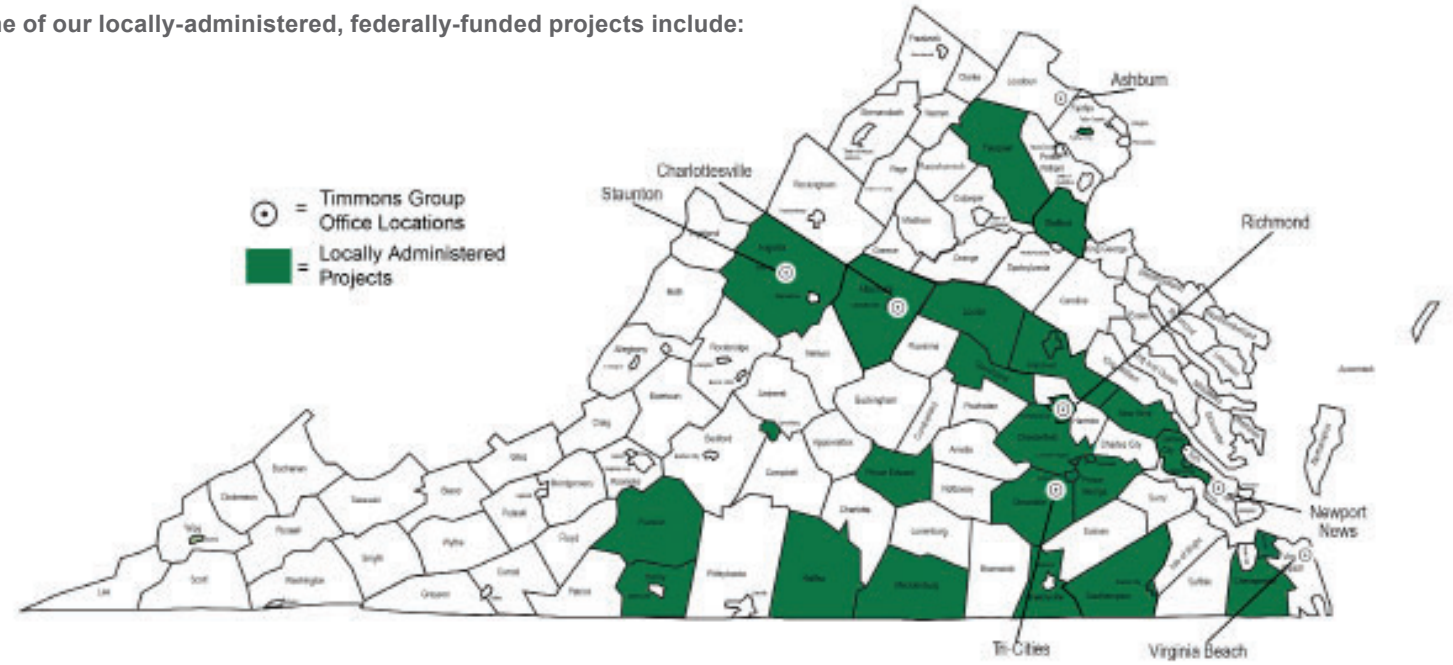
Project Completed On Time and Within Budget

ADDITIONAL PROJECT EXPERIENCE

VDOT / Federally-Funded Project Experience

Timmons Group has significant experience with state-funded and federally-funded projects that are locally-administered, from interstate and primary route improvement projects to the construction of sidewalks and bike trails. Through this experience, we have developed proficiency with VDOT's design standards and specifications as well as **VDOT's Locally Administered Projects Manual**. At the same time, we have established strong working relationships with VDOT staff at the Central Office. Since VDOT has "federalized" much of its construction program, and the SMART SCALE process assumes federal fund involvement, Timmons Group has gained significant experience with federal funding requirements including the NEPA process, public involvement requirements, environmental permitting, the Uniform Act for Right of Way Acquisition, and a multitude of federal-aid construction requirements and special provisions.

Some of our locally-administered, federally-funded projects include:



Congestion Mitigation & Air Quality Improvement (CMAQ) Funds

- Centralia/Chalkley Intersection Improvements, Chesterfield Co.
- Chester Area Pedestrian Improvements, Chesterfield Co.
- Creighton/Cold Harbor Roundabout, Hanover Co.
- Pole Green/Lee Davis Intersection, Hanover Co.
- Route 10/Branders Bridge Road Intersection Improvements, Chesterfield Co.
- Route 10/Courthouse Road Improvements, Chesterfield Co.
- Sliding Hill Road/Airpark Road Intersection, Hanover Co.
- Route 1 (Merriewood to Elliham) SUP, Chesterfield Co.
- U.S. Route 60/Mall Drive Intersection Improvements, Chesterfield Co.
- Walmsley Boulevard/Newby's Bridge Road Intersection, Chesterfield Co.

Federal Bridge Funds

- Otterdam Road Phase II, Greensville Co.

Highway Safety Improvement Program (HSIP) Funds

- Broad Street Traffic Signal Improvements, City of Richmond
- Cary & Thompson Traffic Signal Design, City of Richmond
- Chamberlayne Avenue Traffic Signal Improvements, City of Richmond
- Commerce Road Traffic Signal Improvements, City of Richmond
- Harrowgate Road/Cougar Trail Sidewalk Improvements, Chesterfield Co.
- Sliding Hill / Airpark Intersection Improvements, Hanover Co.

Safe Routes to School Program

- Stafford County Public Schools Audit & Travel Plans (13 schools)
- Clara Byrd Baker Elementary School, James City County
- Town of Ashland - Duncan, Stebbins & Early Street Sidewalks

Regional Surface Transportation Program (RSTP) Funds

- Ashland Trolley Line Trail, Town of Ashland
- Atlee Road Extension, Hanover Co.
- Chesterfield County Road Diet studies (FY2020)
- Chesterfield County-wide Sidewalk Prioritization Tool
- Harrowgate (Dogwood to S) Sidewalks, Chesterfield Co.

ADDITIONAL PROJECT EXPERIENCE

- Hopkins Sidewalk, Chesterfield Co.
- Lakeview/Branders Bridge Roundabout, Chesterfield Co.
- Pole Green Road Widening, Hanover Co.
- Sliding Hill Widening, Hanover Co.

Smart Scale Funds

- Bailey Bridge Connector, Chesterfield Co.
- Belmont Ferry Farm SUP, Stafford Co.
- Bon Air Sidewalk & Pedestrian Improvements, Chesterfield Co.
- Deer Run Sidewalk (Chital to Key Deer Drive) Sidewalk, Chesterfield Co.
- Juggins Road (Rte 711) Improvements, Stafford Co.
- Route 1 (Food Lion to Wayside Park) SUP, Chesterfield Co.
- Route 1 (Marina to Merriewood) SUP, Chesterfield Co.
- Route 1 / Route 138 Intersection Improvements, Town of South Hill
- Route 10 Superstreet Construction Administration, Chesterfield Co.
- Route 608 Widening, Augusta Co.
- University Drive Extended, City of Fairfax
- Verona Pedestrian Improvements, Augusta Co.

USDOT/HUD TIGER Grants

- Hull Street Corridor Revitalization, City of Richmond & Chesterfield Co.
- GRTC Bus Rapid Transit, VDOT & City of Richmond

American Recovery and Reinvestment Act Funds

- Route 10 (I-95 and Ware Bottom Springs), Chesterfield County

FEMA

- Woodmont Drive Reconstruction, Chesterfield Co.
- Government Road Reconstruction, City of Richmond
- Williamsburg Road Reconstruction, City of Richmond

Transportation Alternatives Program (formerly Enhancement Program)

- Bailey Bridge Road Sidewalks, Chesterfield Co.
- Boulevard Corridor Improvements, City of Colonial Heights
- Carnation Street Sidewalks, City of Richmond
- City Point “Rails and Waterways”, City of Hopewell
- Judicial Drive Trail, City of Fairfax
- Lee’s Retreat/Virginia Civil War Trails, Statewide
- LeGordon Drive Sidewalk Improvements, Chesterfield Co.
- LifeCore Drive SUP, Augusta Co.
- Matoaca/Hickory Roundabout, Chesterfield Co.
- Mine Road Sidewalks, Stafford Co.
- Mount Sidney “Pathway to the Past”, Augusta Co.
- Smoketree Drive Sidewalks and Bike Lanes
- Spring Run Sidewalk Improvements, Chesterfield Co.
- Stratton Park SUP & SW Improvements, Chesterfield Co.
- U.S. Route 301 Sidewalk, Greensville Co.

We understand that federally-funded projects are subject to a pre-award audit and we have completed this process many times for previous contracts directly with VDOT as well as local governments that anticipate utilizing VDOT funds. Timmons Group has a current, VDOT-approved FAR audit and Title VI certification.

AFFILIATED / SUBSIDIARY COMPANIES

As defined by the Virginia State Corporation Commission, Timmons Group is not affiliated with any company or sub-consultant presented in this RFP response. Additionally, Timmons Group does not have subsidiary companies as part of the firm.

CONTRACT MANAGEMENT





Project Understanding

Timmons Group understands that Fauquier County frequently requires professional Architectural/Engineering Services for investigations, studies, reports, cost estimates, designs, bid documents, and construction administration. The objective of the RFP is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for professional services. Any resulting contract shall be non-exclusive and no specific amount of work is guaranteed because of this RFP.

For more than fifteen years, Timmons Group has been providing engineering and planning services to Fauquier County. We value our relationships with staff in multiple departments, and are excited to have the opportunity to continue working with the County. Our extensive experience in the Fauquier County affords us a deep knowledge of the processes used to administer County projects as well as the regulations that govern them. As such, we are also familiar with pertinent County staff and the diversity of neighborhoods, unique environmental conditions, and specific permitting procedures and requirements that will allow our team to efficiently provide the services outlined in your Request for Proposals.

As the current holder for our Civil Engineering and Landscape on-call contract, we have assembled our team based on our recent working knowledge of projects for Fauquier County, lessons learned, and trusted staff and sub-consultants who routinely provide high quality services to the County on a variety of projects. These services have continued to evolve over the years as we have responded to the needs of our clients.

We have demonstrated, extensive experience managing multiple task orders concurrently under this and other on-call contracts, and we have established the internal work processes to ensure that we can provide the Fauquier County with consistent service delivery. The experience we have gained from previous on-call term contracts with the County and dozens of other municipalities has helped us develop an efficient and effective approach to mitigating and solving problems and completing projects in a timely fashion, on budget.

To successfully meet the needs of the County, Timmons Group, along with our team of proposed sub-consultants, is capable of providing services on a wide variety of project types for the following services listed in the Request for Proposal, including:

Civil Engineering

- Site requirements;
- Design/evaluation of site drainage and storm water management
- Design/evaluation of traffic control and/or circulation
- Design/evaluation of on-site survey sanitary sewer treatment facilities and utilization studies
- Design and preparation of preliminary documents, working drawings and specifications
- Design, investigation, and analysis of potable water systems.
- Development of maintenance management programs.
- Additional services as required/requested by the Owner for new construction or modifications to existing sites to include, but not be limited to planning, project evaluation and land survey

CONTRACT MANAGEMENT

- Studies and audits for compliance with federal, state, and local regulations
- Land Use Planing
- Review / Advise and/or conduct right of way acquisition and real estate acquisition.

Surveying Services

- Plat preparation for easements, right-of-way, property conveyance, etc.
- Boundary surveys including deed research.
- Topographic and as-built surveys.
- Surveys for design/evaluation of drainage, storm sewer, transportation, etc.
- Hydrology/hydraulic studies and designs.

Environmental Services

- Phase I services to include but not limited to: physical description of site; determination of adjacent land use; preparation of land use history and review of records associated with the site, and; submission of a written report summarizing conclusions of studies and land use recommendations
- Phase II services to include but not limited to: planning and execution of a sampling program(s); installation and sampling from monitoring wells; analyzing samples obtained from sampling activities, and; submission of written reports summarizing results of sampling and analysis activities and recommendations for use and development of lands
- Phase III services to include but not limited to: preparation of plans and specifications for remediation of environmental problems; project management and remediation activities, and; preparation of written reports and recommendations for regulating bodies
- Environmental activities related to transportation projects including NEPA document preparation, SERP studies and evaluations, permitting, and other activities as necessary;
- Environmental studies including, cultural and natural resources, and endangered species, and surface water impacts associated with proposed developments. This may also include environmental due diligence on property acquisitions and environmental monitoring to meet specific permit conditions;
- Asbestos, lead paint and radon testing and evaluations including management and oversight of third party contractors and consultants as required;
- A variety of environmental services related to above and below ground petroleum storage tanks including, pollution prevention, spill response removal and installation issues and other services as required;
- VPDES permitting, training, public outreach and general program management assistance.
- Miscellaneous services including noise and odor analyses, regulatory compliance auditing, training, environmental feasibility studies, and other applications as necessary;
- Hazardous materials assessment and remediation, spill response, handling and related services.
- Environmental grant proposals, implementation, and administrative management
- Appearances before various regulatory agencies, groups and/or Boards to present and explain reports and recommendations, and court appearances made necessary by litigation.

Traffic / Transportation Planning and Engineering

- Review and/or evaluation of traffic impact analyses, capacity analyses and signal warrant analyses.
- Review/Advise and/or conduct right of way acquisition and real estate acquisition.
- Conduct transportation, operational, and feasibility studies.
- Conduct conceptual design and context-sensitive design.
- Conduct preliminary engineering design.
- Prepare cost estimates for transportation/traffic solutions.
- Conduct traffic counts in accordance with VDOT requirements.
- Prepare concept and detailed drawings for proposed access, road improvement and other transportation related projects including Greenway and trail projects.
- Public participation and outreach efforts.
- Additional services as may be required/requested by the Owner not covered above

CONTRACT MANAGEMENT

Our Management Team



Bill Vest, PE, DPE – Principal in Charge.
Bill will serve as the team's **Principal in Charge**, bringing over 20 years of experience managing land development projects for local municipalities. He has served as Principal in Charge or Contract Manager on many of Timmons Group's on-call contracts, including those for Fauquier County, Loudoun County, City of Fairfax, and Prince William County. Bill recognizes that the biggest challenge in term contracts is to provide proactive management from the initial client contract through completion of the assigned project task. Bill will oversee the work performed by our design teams, including ensuring a corporate commitment to providing the necessary resources for completing projects on time and on budget; meeting with the County to discuss overall satisfaction and ways to improve performance of the team, and assisting with public meetings and presentations to the County and statekholder.



Luke Fetcho, PE, LEED AP – Contract Manager
Luke will serve as the team's **Contract Manager** and will be our primary point of contact for the duration of the contract. He is a Principal and Senior Project Manager in our Loudoun County office, located in Ashburn. Luke's experience spans 15 years of contract management, planning, design, and construction phase services for local, state, and federal projects. Additionally, his experience includes managing on-call contracts with multiple concurrent task orders, multiple subconsultants, and multi-discipline teams. In his role as Contract Manager, he will oversee the work performed by our design teams and his responsibilities will include:

- Managing contract negotiations and overall contract performance
- Overseeing and coordinating the work of our in-house staff and sub-consultants
- Ensuring conformance with our QA/QC Policy
- Assisting with public meetings and presentations to County staff and additional stakeholders.

In addition to Bill and Luke, we have identified key staff on our team organizational chart that will serve as **Project Managers.** These are highly-experienced individuals who are experts in their respective disciplines and will be involved with task orders based on the specific type of project, scope, and schedule. In their role as Project Managers, these individuals will be responsible for:

- Development of our scope of services and fee proposal in accordance with the County's vision, budget and schedule;
- Providing managerial and technical support to project engineers and other members of the design team to assure technical competence as well as budget and schedule compliance;
- Providing QA/QC implementation for all deliverables; and
- Coordinating progress meetings and establishing regular communications with County staff from project inception through construction completion and acceptance.

Continuity of Staff

Timmons Group is committed to maintaining the quality and continuity of our team for the duration of this contract. We have very low turnover rates and significant local resources, with over 30 professional staff members staff in our Ashburn office, and an additional 325+ professional staff members located at our corporate headquarters in Richmond. We believe this allows us the ability to always provide experienced staff support for this contract. By leveraging this experience, we are ensuring that you will always have access to someone that is knowledgeable about your project and has the ability to make key decisions.

Accessibility & Responsiveness

Our success on previous on-call contracts is based on regularly demonstrating our commitment to responsiveness, our ability to manage multiple projects, and a willingness to act as an extension of City staff when needed.

We are readily available to respond to short-notice, on-site needs and requests. We have almost 30+ staff at our Northern Virginia office in Ashburn (less than 45 miles away) as well as an additional 325+ employees in our Richmond Headquarters.

CONTRACT MANAGEMENT



Project Approach

Once a project or task order is awarded, we will begin each assignment with a kickoff meeting that establishes expectations, responsibilities, schedules and appropriate forms of project communication. The contract will make sure that our entire project team is aware of the key milestone dates in our schedule, as well as the importance of meeting all intermediate deadlines. They will also ensure that all team members have a clear understanding of the project scope, goals and design criteria. Our goal is to leave this meeting with a delineated plan for accomplishing project tasks within the agreed upon schedule, identifying all critical milestones and deliverables and assigning the appropriate personnel resources to complete your project in the most efficient manner possible. Our team has the technical capabilities to provide the needed services, and the capacity to handle multiple assignments concurrently.

Based on our experience managing similar term contracts, below is a brief summary of our contract management approach, highlighting items we feel are important.

Workload Management

Timmons Group manages numerous contracts and projects simultaneously, and we have the staff available to easily address multiple project assignments. Our Contract/Project Manager approach allows us the flexibility to either assign different teams to individual projects or certain teams to multiple projects simultaneously.

Scope Management

Our relationship with County staff begins at the early stages of each project and the process includes assertive scope management. Effectively managing our scope allows us to provide the with the necessary services and products in a timely manner without surprises at the end of a project. Regular and effective communications are essential to a strong mutual understanding of expectations and desired results.

Project Coordination and Communication Procedures

Proactive communication with your staff is as important as interdepartmental coordination within our firm. In addition to the procedures outlined above, Timmons Group accomplishes this coordination by holding monthly progress meetings to make sure schedules are being met and to help coordinate upcoming submittals and reviews. We also meet with staff to review all on-going assignments to make sure that staff understands the progress that we have made, the decisions we have made, and what the status is of each assignment.

CONTRACT MANAGEMENT

Planning Phase



Our most important function during the planning phase is to **LISTEN** to the County's needs and desires to achieve optimum project success. Timmons Group will assign key staff expertise to the planning phase to provide the highest level of consulting possible to shape the project solution to solve the problems the County needs to address.

Our team includes seasoned land planners, utility, stormwater and transportation engineers, environmental professional surveyors and landscape architects highly qualified to leave "no stone unturned" on the County's behalf and develop creative, cost efficient and timely design solutions.

Individual Project Delivery

We also believe that Timmons Group has developed exceptional task order delivery/ management practices. We believe that the following elements need to be taken into consideration when delivering each individual project.



Design & Development of Construction Documents

Our most important function during design is to develop a set of construction plans that will be efficient and cost effective for a contractor to construct while minimizing the permitting issues that will need to be addressed through the regulatory review approval.

As the specific design scope is defined, each project is assigned to an appropriate team. The Project Manager is responsible for coordinating the resources necessary to meet a pre-determined schedule for the various percent complete plan submittal requirements. We will schedule a meeting with your staff to review each submittal and to review any proposed design changes or modifications to the project scope. If specific design problems arise, our Contract Manager and Project Manager will be responsible to review the solution alternatives with your staff. If necessary, they will then prepare alternatives for review. As these specific items are resolved, they will be incorporated into the final construction plans and specifications.

Cost Estimating Methods

Timmons Group is very proud of our past cost control performance on municipal projects. We track very closely our ability to estimate the cost of construction during the design process. We compare our cost estimates during design to the actual low bid amount, and to the final cost of the construction project.

Quality Control Reviews

Timmons Group's quality assurance program begins with our commitment to provide the best quality plans and specifications possible and to improve and maintain the quality of services provided. We believe that quality is best assured through the use of a systematic process by an experienced team. The major steps in our process are:

- Setting clear goals and expectations
- Conducting pre-design planning
- Confirming the design standards
- Managing the design decisions
- Conducting design reviews

Our Contract Manager and the Project Manager for that particular task will make sure all team members involved have a clear understanding of your project scope, the intent of your overall project goals, and the appropriate design criteria and environmental concerns, in order to make certain our services meets or exceeds your expectations. In addition, they will make sure that our entire project team is aware of the project schedule and the importance of meeting intermediated deadlines as well as your final completion date.

Formal quality control reviews will take place at the conclusion of each project phase where we will address quality assurance for all documents prepared by our firm and our partners. This structured process allows a highly experienced firm principal, senior engineer and/or construction manager, who have not been directly involved with the production of the documents, to provide an "outside" review of the project documents for content and technical accuracy before submission to reviewing agencies.

CONTRACT MANAGEMENT

Construction Phase

Our most important function during construction is to be a fair advocate for the County. We will work with your staff to establish effective implementation of our design by the contractor. We promptly process all correspondence associated with construction, attend site meetings, observe workmanship and materials and assist in the resolution of site-work issues. We have two primary goals during the construction phase: deliver the project on time and within budget. We make all decisions and recommendations with integrity, and as though we were spending our own money.

Preparing For Bidding

We have considerable experience in public procurement. As a result, all of our documents are clear, concise and coordinated with other project engineers and designers responsible for other disciplines. We place special emphasis on proper language and use extremely thorough specifications. We mitigate the risks inherent in site work due to unforeseen conditions through the use of allowances and unit prices. During site plan reviews, we recognize that close coordination and prompt response to the reviewing authorities is necessary to keep projects on schedule

Bidding Phase

We will work closely with your representatives to make sure that the bid form accurately represents the necessary allowances and unit prices established in the documents. We respond promptly to bidders' questions by issuing addenda where warranted. If desired, we will solicit bidders that we have worked with in the past.

Budget Management and Cost Control

Timmons Group has significant experience working within construction budgets for local governments. This experience allows us to make sure projects are completed within budget and minimizes the need for change orders. We attribute our success with cost control to our understanding of the bidding and construction process as well as our tracking of construction cost data.

Post-Project Reviews

As part of our "Lessons Learned Program", we schedule post-project reviews with the Owner and Contractor. It is important for us to hear first-hand where we did well on a project, where we could have done better and how our plans might be improved for future projects to provide the most cost-effective and constructible solutions possible.

Availability

With our staff of over 800, we offer a multi-service team of professionals and support personnel. The members of our professional staff complete projects for both large and small clients, as well as multiple, simultaneous assignments for the same client regardless of the project size. We propose to deliver services for all project orders through the on-call contract from our Ashburn Office in Northern Virginia, with additional support from our Richmond headquarters. If notified of an emergency project, our team members will be extremely quick to respond due to our close proximity to your project sites and offices. We also have the ability to quickly prepare documents if the need arises. Our team will be available for you at all times during all phases of planning, design, and construction. Providing responsive service is our top priority!

Labor and Resources

The award of this contract will fit nicely into our current project schedules and commitments. Regardless of project size, we have more than ample staff to begin any project assigned under this contract immediately. Rest assured that Timmons Group judiciously chooses projects to pursue in order to continually maintain a balanced workload and not jeopardize our existing—and future—relationships with clients.

We have organized the structure of our project team with quick response in mind and in order to minimize the time required to complete projects under this contract and to provide reasonable fees. We have also assembled our team based on current and projected workloads, their expertise, and projects performed under similar contracts.

We understand that Fauquier County is looking for responsive service for various projects. We are very fortunate to have a significant number of dedicated engineering professionals. They have the capacity and expertise to provide the County with exceptional service.

Our proposed team is completing assignments regularly, and therefore we are constantly looking to keep a healthy "pipeline" of new work opportunities for them. Given our current workload and staff availability, we can easily absorb this work simultaneously with other commitments. **The team members will easily be able to provide 20% - 30% of their time to the County for each project during all phases**. Our current workload and availability will allow us to exceed your expectations regarding quality of service, technical capability, and responsiveness.

CONTRACT MANAGEMENT

Subcontracting & Disadvantaged Business/Minority Business Participation

To provide the Fauquier County with the highest quality, most comprehensive services to fulfill the needs of projects anticipated under this contract, we have included a number of specialty subconsultants on our team. Timmons Group is proud of our past record of performance working with minority and woman-owned firms, as well as emerging small businesses on our municipal contracts. To ensure that we can provide our DBE/SWaM partners with **at least twelve percent (12%)** of the total revenues generated under this contract with the County, we have identified the following subconsultants:

- **Dovetail Cultural Resources (DBE / SWaM)** – to provide Cultural Resource Investigation / Archaeology services
- **On Point Transportation PR (DBE / SWaM)** – to provide public relations and public involvement
- **HMMH (DBE / SWaM)** – to provide noise and air quality analysis, and sustainability
- **H&B (DBE / SWaM) –** to provide additional survey support.
- **ONE Environmental (SWaM)** – to provide additional environmental engineering support
- **Downey & Scott (SWaM)**– to provide cost estimating services
- **Peggy Malone & Associates** – to provide traffic data collection analysis

We have a previous working relationship with every one of these potential subconsultants. We have selected the firms carefully, based on experience, professional staff, and choosing those that understand both Timmons Group's and the County's requirements. Detailed information on our subconsultants and DBE/SWaM participation can be found in section 6.2.2 - Location of Offeror, 6.2.6 - Individual Team Resumes, and our appendix for more information on our subconsultants.

Unique & Specialty Services

An advantage of working with Timmons Group is the vast pool of varied resources under one roof. Our firm brings the expertise of not only transportation, traffic, utility, and stormwater management engineers, but also in-house capabilities for environmental and permitting services, survey, right of way, geotechnical engineering, and construction materials testing.

Our traffic engineering team includes professionals who specialize in fiber optic design and implementation, recently help the City of Richmond upgrade traffic signals and provide design for High-Intensity Activated Crosswalks (HAWK) beacons.

One of our most unique features is our Technology Division. Our GIS and geospatial technology experts work with cities, counties, and DOTs across the country and right here in the City to design and execute innovative, challenging solutions for infrastructure management. Some recent projects of note include identifying and prioritizing sidewalk segments to expand the sidewalk network county-wide in Chesterfield, statewide inventory and inspection of priority overhead sign panels for VDOT, strategic priority guardrail assessments statewide for VDOT, and a VDOT project entitled Pathways for Planning – a statewide data repository for planning studies, potential improvement recommendations, programmed projects, and analysis information across multiple agencies.

Our technology team provides application development, strategic planning for how to best leverage GIS, asset management, data services, and other support services.



TEAM ORGANIZATION



Principal in Charge / QA / QC
Bill Vest, PE, DBE*

Contract Manager
Luke Fetcho, PE, LEED AP*

* Key personnel - full resume included
Denotes a sub-consultant

Civil Engineering
Osvaldo Ramos, PE*
Patrick Van Nuys, PE
Amanda Stuchel, EIT
Ben Chandadipar, EIT

Surveying Services
Jeff Smeraldo, LS*
John Genthner, LS
Matt Shepard, CST III

H&B Surveying & Mapping (DBE & SWaM)
Alison W. Hanson, LS*

Environmental Engineering
John Russell, PG, CPG*
Brian Breissinger*
Chase Farnsworth, REM

ONE Environmental (SWaM)
J. Rusty Field, PE*
Kyle Blandford, REM*

Traffic / Transportation
Chris Kiefer, PE, Assoc. DBIA*
Steve Schmidt, PE, PTOE*
Joe Sckinto*
Scott Dunn, AICP, PTP
Kevin O'Meara, PE, RSP

Cultural Resources / Archaeology

Dovetail Cultural Resources (DBE & SWaM)
Kerri Barile, PhD., RPA*

Cost Estimating

Downey & Scott (SWaM)
William Downey*
Donald Daigle, CPE, CVS*

Traffic Data Collection

Peggy Malone & Associates
Judy Green*
Rick Whitman*

Public Relations & Public Involvement

ON-Point Transportation PR (DBE & SWaM)
Mike Carosi*
Windy Campbell*

Noise and Air Quality Analysis, Sustainability

HMMH (DBE & SWaM)
Philip DeVita, CCM*
Christopher Bajdek*

Additional In-House Support Services

- Structural Engineering
- Economic Development
- Visualization
- Geotechnical / Construction Administration
- GIS / Asset Management
- Water / Wastewater / Utilities
- Landscape Architecture
- GIS / Asset Management
- Stormwater Management

PROPOSED SUBCONSULTANTS

Timmons Group is a Richmond-based business and we have carefully selected our subconsultant partners based on their specialty services, experienced personnel, and local expertise to meet the needs of the County. We routinely work with small, women, and minority-owned firms through our contracts with VDOT and other local governments and state agencies. In doing so, we are able to play a role in shaping our profession and community with a strong and diverse economic base that mirrors their equally strong and diverse demographic character.

We are proud of the legacy we have established working with the communities of across Virginia, as well our past record of performance working with DBE firms on a variety of contracts. We understand and fully support Fauquier County's efforts to increase minority business participation on all County contracts and have supported the County's efforts to increase the long-term capacity of minority businesses within the County. To ensure that we can provide our DBE and SWaM partners with at least twelve percent (12%) of the total revenues generated under this contract with the County, we have identified the following DBE / SWaM subconsultants:

On Point Transportation PR LLC (DBE, SWaM) – *Public Relations & Public Involvement*

With multiple offices in Virginia, On Point is a public relations and marketing agency specializing in public involvement and communications for infrastructure, transportation, engineering, and construction projects. Efforts focus on public outreach, community and media relations, and virtual and direct stakeholder engagement to raise awareness, provide project updates, and gain valuable community input. Services include developing communications strategies, messaging, social media, web, and other creative materials. Representative projects have included Rethink9 Traffic Calming in Loudoun County, Route 60 Widening in Chestefield County, and GRTC Pulse Bus Rapid Transit in the City of Richmond.

Dovetail Cultural Resources Group (DBE, SWaM) – *Cultural Resources / Archaeology*

Dovetail Cultural Resources Group (Dovetail), a certified Disadvantaged Business Enterprise (DBE) and Small Woman and Minority (SWaM) firm, is a full service, woman-owned Cultural Resource Management company headquartered in Fredericksburg, Virginia, with a second office in Wilmington, Delaware. Dovetail has successfully completed almost 1,200 cultural resource projects, the majority of which have been state/municipal government projects in Virginia. Their experience also includes almost 40 prior projects in Fauquier County, including a dozen projects done directly for the County. Dovetail currently holds a statewide cultural resource subcontract with VDOT and have several on-call contracts with surrounding counties such as Prince William County, Loudoun County, Stafford County, and dozens of other localities in the state. We also have worked directly for dozens of Federal agencies and applied Federal regulations on hundreds of jobs to help clients achieve compliance with the National Historic Preservation Act, the National Environmental Policy Act, Section 4(f) of the Department of Transportation Act, and many more. *Dovetail will provide cultural resources and archaeology services as needed.*

HMMH (DBE, SWaM) – *Noise and Vibration Consulting, Air Quality Control, Sustainability*

HMMH is an international leader in environmental and transportation planning including noise and vibration control, air quality analysis, airport and airspace planning, and sustainable energy consulting. With five offices throughout the country, we serve government and private industry clients with a broad range of innovative and effective solutions. As the premier noise and vibration consulting company in the transportation field, HMMH offers expertise in noise and vibration measurement, data analysis, modeling, forecasting, regulatory requirements, physical and operational mitigation plans, specialized software and hardware design, sound insulation, expert testimony, and public involvement programs. Additionally, HMMH evaluates air quality impacts for a wide range of transportation projects and has a thorough understanding of the air quality regulations and models including EDMS/AEDT, MOVES, NONROAD, AERMOD, and CAL3QHC. HMMH has experience preparing air quality analyses following NEPA and the Clean Air Act, as well as the National Ambient Air Quality Standards (NAAQS) and the General and Transportation Air Quality Conformity Rule. HMMH is also experienced in air quality permitting, emission inventories, compliance, VALE project funding assistance, and greenhouse gas analyses.

PROPOSED SUBCONSULTANTS

H & B Surveying and Mapping, LLC (DBE & SWaM) – *Surveying Support*

Founded in 2009, H & B Surveying and Mapping, LLC (H&B) is a certified woman-owned SWaM/WBE-DBE/VSBEP/Micro Business specializing in professional land surveying services. The firm's partners, Ms. Alison Hanson, LS, President and Mr. Leslie "Les" Byrnside, LS, Vice President each have more than 30 years of experience in all phases of land surveying and aerial photogrammetry. Centrally located in Richmond, Virginia, they have successfully completed projects throughout the state and into Maryland and West Virginia. H&B owns a variety of surveying equipment and software and can field 6 and 8 survey crews to generate a quality product to meet clients' and project owners' requirements. The entire staff is CPR/AED and First Aid certified, while field staff and CAD operators possess OSHA 10 or OSHA 30-hour training, VDOT Basic and/or Intermediate Work Zone Traffic Control Training, and Norfolk Southern/CSX Roadway Worker Protection Contractor Safety training. Their project expertise is widespread, ranging from private/commercial land development survey services to local, state and federal governmental projects. *H&B will provide additional survey support.*

Downey & Scott (SWaM) – *Cost Estimating Services*

Downey & Scott, LLC is a Construction Management Services Firm, headquartered in Fauquier County, with 38 years of experience in the industry. Their principal offerings include a comprehensive range of Cost-Estimating, Pre-Construction, Construction, and Post-Construction Services, engineered to protect a client's investment by substantially reducing their exposure to risk. Downey & Scott regularly works in and around the Northern Virginia, Metropolitan DC, and Baltimore region on various projects. As an Estimating consultant, they maintain relationships with both General Contractors and Specialty Contractors who are very active in these Markets. Their project experience in and around this area is extensive. We provide valuable and timely cost information for the Design Team and Owner to use throughout the design process. We routinely estimate park projects that include Multi-Purpose Buildings, Park Shelters, and site work elements that go along with them. Downey & Scott understand the unique cost and scope associated with this type of contract, and they know funding restrictions make it critical to have accurate estimates, and that is precisely what to provide. *Downey & Scott will provide cost estimating services as needed.*

ONE Environmental (SWaM) – *Environmental Engineering Support*

ONE Environmental Mid Atlantic, LLC is a certified SWaM vendor - #710935 and provides professional environmental consulting services. The mission of ONE is to work closely with their clients to understand their business objectives to develop thoughtful and informed environmental decisions. The ONE team has worked on a broad array of projects that have ranged from large projects (greater than $20 M) consisting of teams of consultants and contractors to smaller projects involving a single consulting firm. In every case, the ONE team members hold paramount clear lines of communication, strict adherence to health and safety and project execution following a strict budget and schedule. *ONE Environmental will provide additional environmental engineering support to our Environmental team.*

Peggy Malone & Associates – *Transportation Data Collection*

Peggy Malone & Associates, Inc. has been conducting traffic counts throughout the Southeastern & Mid-Atlantic area for over twenty years. They have been a Prime Consultant or a Subconsultant for 2,100 projects the past five years. These projects range from small jobs with just a few tasks to large jobs with over 250 Turning Movements or projects with over 1,900 hose counts. Peggy Malone usually serve as a sub-consultant to full-service engineering firms on DOT agency projects, as well as private sector projects that require traffic data collection. They have conducted literally tens of thousands of ADT counts, from 24-hour to multiple-week periods all across the Southeastern & Mid-Atlantic regions. They also perform classification counts, speed counts, turning movement counts, spot speed studies, intersection delay studies, origin-destination studies, vehicle occupancy studies, travel time studies, license plate studies and other miscellaneous traffic surveys. *Peggy Malone & Associates will provide traffic data collection services as needed.*

BILL VEST, PE, DPE

Principal in Charge, QA / QC, Plan Review



Bill is a Principal in Timmons Group's Loudoun County office in Ashburn, Virginia and has over two decades of experience managing land development projects for local municipalities including Loudoun, Fairfax, Winchester, Prince William and Fauquier County. His project duties include technical management, project design support, LEED® and sustainable design consultation and project coordination from the preliminary planning phase to the project close-out phase. He also facilitates the preparation of drawings and specifications, coordinates the bidding process and contract administration during the bidding phase, as well as provides construction administration services. **Bill will serve as the Principal in Charge for the duration of this contract, and will also coordinate our quality assurance / quality control program.**

Select Project Experience

- Master Contract Civil and Landscape Architecture, Fauquier County, VA
- Kettle Run High School, Fauquier County, VA
- Fire Training Facility, Fauquier County, VA
- Lord Fairfax Community College, Warrenton Campus STEM Building, Fauquier County, VA
- Warrenton Branch Greenway Extension - Ph I, Fauquier County, VA
- Highland School: ADA Improvements, Fauquier County, VA
- LFCC: Smith Addition - Baskervill, Fauquier County, vA
- Fauquier County Central Sports Complex, Fauquier County, VA
- 30 John Mashall Street, Fauquier County, VA
- On-call Term Contract for Engineering Services, City of Winchester, VA
- George Mason University Term Contract for Civil Engineering and Surveying Services, Fairfax, VA
- Stafford County Public Schools Term Contract for Civil and Sanitary Sewer Projects Stafford County, VA
- Prince William County Schools On-Call Contract - Civil Engineering Services Prince William County, VA
- Spotsylvania County On-Call Contract - A&E Services - Multiple Projects Spotsylvania County, VA
- Loudoun County Department of Transportation and Capital Infrastructure - On-call civil engineering
- Sterling Community Center, Loudoun County.
- Property Yard Master Plan, City of Fairfax
- Loudoun County Group Home, Purcellville, VA
- Fire station #33, City of Fairfax.
- Loudoun County Fire and Rescue Training Facility, Loudoun County
- Fire and Rescue Training Facility, New Well Fit Center, Fairfax County
- Study for new police department facility, Purcellville VA
- New Town Hall, Middleburg VA

Education

- Bachelor of Science, Civil Engineering, Old Dominion University, 1998
- Bachelor of Arts, Biology, Randolph Macon College, 1993

Registration

- Professional Engineer: VA (#0402038725), MD, DC

Experience

- 23 Years Total

Affiliations

- Engineers and Surveyors Institute (ESI)
- Commercial Real Estate Development Association (NAIOP)
- The Northern Virginia Building Industry Association (NVBIA)
- Association for Learning Environments (A4LE)
- Society for College and University Planning (SCUP)

LUKE FETCHO, PE, LEED AP

Contract Manager



Luke is a Principal in Timmons Group's Loudoun County office, located in Ashburn. He has extensive experience in designing and leading design teams for land development projects for public clients in a variety of projects that range from K-12, higher education, emergency services, parks and recreation, department of corrections, and department of transportation. Luke's project duties include directly working with client staff and consultants, as well as in-house junior engineers to develop complete site plans that include site grading, wet and dry utilities, storm sewer, landscaping, and stormwater management. He also works closely with review agencies during design development to ensure all federal, state, and local codes are met during the design review period and will see the project through to approval. Following plan approval, Luke coordinates the production of the final procurement and bid packages as well as provides construction administrative services. **Luke will serve as the Contract Manager, and will serve as the primary point of contact for the duration of the contract.**

Education

- Bachelor of Science, Civil Engineering - Construction Management, SUNY Buffalo, 2004

Registration

- Professional Engineer: VA (#0402048424), MD,

Experience

- 17 Years Total

Affiliations

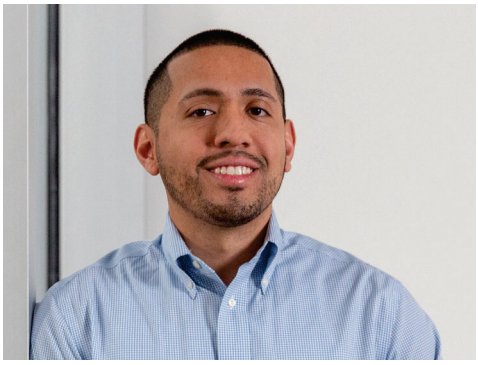
- Engineers and Surveyors Institute

Select Project Experience

- Bus Parking Fac. Lunceford Site, #440780, Fauquier County, VA
- Fauquier ES-12 Feasibility, Fauquier County, VA
- Phase II - Fauquier HS 2nd Access Road, Fauquier County, VA
- Fire Training Facility, Fauquier County, VA
- Lord Fairfax Community College, Warrenton Campus STEM Building, Fauquier County, VA
- Warrenton Branch Greenway Extension - Ph I, Fauquier County, VA
- Highland School: ADA Improvements, Fauquier County, VA
- Cedar Lee MS - Stantec, Fauquier County, Virginia
- Fauquier Fairgrounds, Fauquier County, VA
- Fauquier County Central Sports Complex, Fauquier County, VA
- DE – WBT Circuit WR# 10339328, Fauquier County, VA
- Fairfax Historic Courthouse Public Improvement Plan, Fairfax, VA
- George Mason University - Beacon Hall, Upper Level Student Housing, Fairfax County, VA
- Building 315 - Ft. Belvoir, Fairfax County, VA
- Fairfax Circle (Fairfax Blvd) Sidewalk Extension, Fairfax, VA
- Roberts Road Drainage Improvements, Fairfax, VA
- Chain Bridge Road Sidewalk Extension, Fairfax, VA
- Orchard Drive Sidewalk Extension, Fairfax, VA
- Scott Drive Drainage Improvements, Fairfax, VA
- Railroad Avenue Sidewalk Project, Fairfax, VA
- Roberts Rd. Drainage Improvements, Fairfax, VA
- Stafford County Maintenance Facility Add, Stafford County, VA
- Stafford County Warehouse Facility Addit, Stafford County, VA
- Moncure ES Parking Lot & Bus Loop, Stafford County, VA
- Courtland High School - Football Field Conversion to Synthetic Turf, Spotsylvania County, VA

OSVALDO RAMOS, PE

Civil Engineering



Osvaldo is a Senior Project Engineer in Timmons Group's Loudoun County office in Ashburn, VA. He regularly participates in engineering design and ensures constructability on projects for school systems and local governments in the Northern Virginia area. He has experience in: providing design plans to illustrate erosion and sediment control sequence of construction; utility design, layout and profiles for construction; coordination with architect and MEP on all utility connections; stormwater management and best management practices compliance and design; on-site grading and overland relief; ensure grading meets ADA compliance; and ensuring design plans meet all standards required per DEB/BCOM. He has extensive site design and permitting experience in Fairfax County, Fauquier County, Loudoun County, and the City of Alexandria. **Osvaldo will serve as the Project Manager for all Civil Engineering related task orders.**

Education

- Bachelor of Science, Civil and Infrastructure Engineering, George Mason University, 2013

Registration

- Professional Engineer: VA, MD

Experience

- 9 Years

Select Project Experience

- Lord Fairfax Community College, Warrenton Campus STEM Building, Fauquier County, VA
- Lord Fairfax Community College, Middletown Campus, Smith Building Addition, Frederick County, VA
- Lord Fairfax Community College, Hazel Hall - Fauquier County, VA
- Warrenton Branch Greenway Extension - Phase I, Fauquier County, VA
- Fauquier County PS, Highland School: ADA Improvements, Fauquier County, VA
- WBGT - Culvert, Fauquier County, VA
- DE – WBT Circuit WR# 10339328, Fauquier County, VA
- AAA Car Care-Falls Church, VA, Fairfax County, VA
- Northern VA Community College, Annandale Campus - Soccer Field SWM/ BMP and E&S Plan Review, Fairfax County,, VA
- Northern VA Community College, Medical Education Campus: Construct North Parking Lot, Fairfax County, VA
- Northern VA Community College, Annandale Campus – Slope Failure Analysis and Repair, Fairfax County, VA
- Mosby Rd Drainage Improvements, F City of Fairfax, VA
- University Dr & Layton Hall Dr Drainage Improvements, City of Fairfax, VA
- Evergreen Dr Drainage Improvements, City of Fairfax, VA
- FFX Blvd & Oak St - Drainage Imp. 105, City of Fairfax, VA
- Fire Station #33, City of Fairfax
- Fire Station#28, Fairfax County
- Bolen Park Sports Complex - New Concession and Restroom Buildings, Loudoun County, VA
- United States Postal Service - Facility expansion, Lanham, MD
- Arlington Regional Bus Facility, Arlington , VA
- Salt Barn, NVCC Annandale Campus, VA

JEFF SMERALDO, LS

Surveying



Overview

Jeff is the Survey Manager in Timmons Group's Northern Virginia office in Ashburn, Virginia. Jeff has expertise in Boundary Surveys, Geodetic Control Surveying, ALTA/NSPS surveys, subdivision computations, topographic maps, plat preparation, writing legal descriptions, deed research, and quality control on GPS surveys. He also has extensive background in heavy construction surveying for infrastructure projects and in particular rail projects. He has managed projects in Virginia, North Carolina, the District of Columbia, Delaware, West Virginia, Maryland, Texas, Arizona and Stockholm, Sweden. He is also responsible for training staff in processing data, developing standard operating procedures, and maintaining client relationships. Jeff has spent the last almost seven years developing and growing the rail surveying services for the firm. **Jeff will serve as the Project Manager for all Surveying related task orders.**

Select Project Experience

- MCD - MWAA Rail Yard and Maintenance Facility, Loudoun County, VA
- Virginia Route 7 and Virginia Route 659 Interchange, Loudoun County, VA
- Dulles Corridor Metrorail Shop & Yard, Loudoun County, VA
- Silver Line Loudoun Parking Structures, Loudoun County, VA
- MWAA Rail Yard and Maintenance Facility, Loudoun County, VA
- HP-MWAA Rail Yard and Maintenance Facility, Loudoun County, VA
- Lansdowne VA Retirement Residence, Loudoun County, VA
- Culpeper Baptist Retirement Community, Culpeper County, VA
- Quantico National Cemetery Drainage Improvements, Prince William County, VA
- Reston Hospital Center, Fairfax County, VA
- Stafford County Government Center BMP Retrofits, Stafford County, VA
- Training/Professional Development, Chesterfield County, VA
- Four Mile Run Wetlands Construction Stakeout, Alexandria, VA
- General Services Administration, Consumer Financial Protection Bureau Renovation, Washington County, DC
- Randall Recreation Center, Washington County, DC
- Mill Branch - KNT, Kent County, MD
- Colesville Senior Living Facility, MD, Montgomery County, MD
- Perryton Wind Farm Survey and Civil Engineering Services, Ochilltree County, TX
- Chapman Ranch - Surveying, Nueces County, TX
- Project Patriot Wind, Nueces County, TX

Education

- Associate of Science, Survey Technology, Pennsylvania State University, 1997
- Bachelor of Science, Environmental Planning and Design, Rutgers University, 1989

Registration

- Registered Land Surveyor: DC
- Professional Land Surveyor: VA, DC, MD, WV

Experience

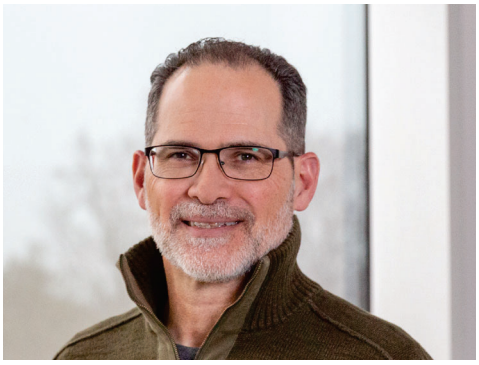
- 23 Years

Affiliations

- West Virginia Society of Professional Surveyors (WVSPS)
- Maryland Society of Professional Surveyors (MSS)
- District of Columbia Association of Land Surveyors (DCALS)

JOHN RUSSELL, PG, CPG

Environmental Engineering



John leads the Environmental Risk and Remediation section of the Environmental Services group based in the firm's corporate headquarters in Richmond, VA, where he provides valuable expertise gained from over 30 years of providing environmental site assessment and regulatory compliance services in addition to completing state and federal National Environmental Policy Act (NEPA) studies. His primary responsibilities include conducting due diligence assessments and designing, planning and executing environmental mitigation/remediation strategies. With equal emphasis, John has prepared NEPA documents for projects funded by a diversity of state and federal agencies with the latter including DOD, DOE, DOI, FTA, HUD, FCC, and the Treasury Department. John has further experience with preparing Spill Prevention Control and Countermeasures (SPCC) Plans and has successfully secured Virginia DEQ brownfield grants for clients, and likewise completed site investigations, in accordance with corresponding brownfield assessment policies. John has prepared and executed workplans in support of federal brownfield grant programs. Further experience includes the collection of soil, groundwater and soil vapor samples, as well as the coordination of contaminated media removal and disposal in accordance with Resource Conservation Recovery Act (RCRA) guidelines. John has also coordinated and prepared workplans for indoor air quality surveys related to the presence of lead, asbestos, mold, and radon. **John will serve as the Project Manager for all Environmental Engineering-related task orders.**

Education

- Master of Science, Geological Sciences, Old Dominion University, 1994
- Bachelor of Science, Geological Sciences, Virginia Tech, 1988

Registration

- Certified Professional Geologist: USA
- Professional Geologist: VA
- Licensed Geologist: NC

Experience

- 30 Years

Affiliations

- American Institute of Professional Geologists

Select Project Experience

- Lord Fairfax Community College, Warrenton Campus STEM Building, Fauquier County, Virginia
- Virginia Solar Task Order #31 Powhatan, Fauquier County, Virginia
- Manchester Environmental Studies, Richmond, Virginia
- Cephas Industries Environmental Assessment, Richmond, Virginia
- Main Street Station, Richmond, Virginia
- Richmond City Jail, Richmond, Virginia
- Stone Brewery Due Diligence, Richmond, Virginia
- Fulton Gas Works - Demo Plans & Environmental Services, Richmond, Virginia
- Fulton Gas Works- Environmental Services, Richmond, Virginia
- Church Hill North - Armstrong HS Demo, Richmond, Virginia
- Dominion Workplace Plan, Richmond, Virginia
- Environmental Site Assessments, Richmond, Virginia
- Mintbrook Senior Apartments, Fauquier County, Virginia
- Anne E. Moncure Feasibility Study, Stafford County, Virginia
- Coal Landing Fueling Facility, Stafford County, Virginia
- 6204 Plank Road ESA, Spotsylvania County, Virginia
- Cosner's Corner Due Diligence, Spotsylvania County, Virginia

BRIAN BREISSINGER

Environmental Engineering



Overview

Brian has extensive permitting experience handling complex projects requiring multiple layers of regulatory review at the federal, state and local government levels. His diversified natural resource background consists of experience with wetland delineation and confirmation, Section 401/404 Clean Water Act Permitting, Section 7 Threatened and Endangered Species coordination, Section 106 Cultural and Historic Resource coordination, TMDL compliance, stormwater sampling and producing Stormwater Pollution Prevention Plans for several large industrial facilities with point source discharges. He has provided valuable facilities oversight to include water quality sampling and submittal of discharge monitoring reports for compliance with (VPDES) permitting requirements within the Department of Environmental Quality (DEQ) regulatory requirements. **Brian will assist John and the design team on all Environmental Engineering-related task orders.**

Select Project Experience

- Woolridge/Otterdale Road Widening, Chesterfield County, VA
- Magnolia Green Environmental Permitting and Compliance, Chesterfield County, VA
- Meadowville Tech Park, Wetland Delineation and Permitting, Chesterfield County, VA
- St. Francis Medical Building, Environmental Permitting and Compliance, Chesterfield County, VA
- River City Sportsplex, Environmental Permitting and Compliance, Chesterfield County, VA
- Southside Speedway, Wetland Delineation, Chesterfield County, VA
- Rountrey Subdivision, Environmental Compliance, Chesterfield County, VA
- Stonebridge, Wetland Delineation and Environmental Permitting, Chesterfield County, VA
- Collington Subdivision, Environmental Compliance, Chesterfield County, VA
- Brandermill Headwall Improvements, Chesterfield County, VA
- Brandermill Pond Dredging, Chesterfield County, VA
- Tomahawk Sewer, Wetland Delineation and Environmental Permitting, Chesterfield County, VA
- Roseland, Wetland Delineation and Environmental Permitting, Chesterfield County, VA
- Chalkley Wet Curve, Wetland Delineation and Environmental Permitting, Chesterfield County, VA
- Tranlin, Wetland Delineation and Environmental Permitting, Chesterfield County, VA
- Clover Hill High School, Wetland Delineation and Environmental Permitting, Chesterfield County, VA
- Woolridge Causeway, Environmental Permitting and Compliance, Chesterfield County, VA

Education

- Bachelor of Science, Biochemistry, Minor Chemistry, Virginia Tech, 2004

Registration

- VDACS 5-A Certified Pesticide Applicator: VA
- NCDEQ Surface Water Identification Training & Cert

Experience

- 15 Years

Affiliations

- Society of Wetland Scientists (SWS)
- Virginia Association of Wetland Professionals (VAWP)

CHRIS KIEFER, PE, ASSOC. DBIA

Traffic / Transportation



Overview

Chris has more than 30 years of experience in the transportation field, including corridor selection, intersection operations and capacity improvements, sidewalk, urban roadway design, rural/suburban design, drainage design and utility coordination of road projects. Chris will oversee design, plan preparation, cost estimating, the preparation of traffic management plans, studies, utility coordination and drainage design relating to roadway projects. Chris has worked on many VDOT funded, locally administrated projects. Chris has great working relationships with private utility companies and performs utility coordination for roadway design projects and knows their processes. Chris routinely stays involved throughout construction as well. **Chris will serve as the Project Manger for all Transportation and Traffic related task orders.**

Education

- Bachelor of Science, Civil Engineering, Notre Dame, 1988

Registration

- Professional Engineer: VA, NC

Experience

- 30 Years

Affiliations

- American Society of Highway Engineers
- American Society of Civil Engineers
- Associate Design-Build Institute of America

Select Project Experience

VDOT Funded, Locally Administered Projects

Chris has been the lead designer and/or project manager on over 100 VDOT funded, locally administered projects over the past 25 years and has developed an intimate knowledge of VDOT's ***Locally Administered Projects Manual***.

Representative projects include:

- Mine Road Sidewalk Improvements, Stafford County, VA
- Juggins Road Improvements, Stafford County, VA
- Government Center Parkway Extension Design, Fairfax, VA
- Fairfax Blvd/Warwick/McLean Ave Intersection Improvements, Fairfax, VA
- Route 10 Widening (Frith to Greenyard), Chesterfield County, VA
- Woolridge Across the Reservoir, Chesterfield County, VA
- Route 608 Widening, Augusta County, VA
- Jessup Road Relocation, Chesterfield, VA
- Deep Water Terminal Road Extension, City of Richmond, VA
- Sliding Hill/Airpark Intersection Improvements, Hanover County, VA
- Commerce Road Traffic Signal Improvements, City of Richmond
- Harrowgate Road/Cougar Trail Sidewalk Improvements, Chesterfield Co.
- Boulevard Corridor Improvements, City of Colonial Heights
- Pole Green Road Widening, Hanover Co.
- Centralia/Chalkley Intersection Improvements, Chesterfield Co.
- Chester Area Pedestrian Improvements, Chesterfield Co.
- Creighton/Cold Harbor Roundabout, Hanover Co.
- Pole Green/Lee Davis Intersection, Hanover Co.
- Route 10/Branders Bridge Road Intersection Improvements, Chesterfield Co.
- Route 10/Courthouse Road Improvements, Chesterfield Co.
- Sliding Hill Road/Airpark Road Intersection, Hanover Co.
- Route 1 (Merriewood to Elliham) SUP, Chesterfield Co.
- U.S. Route 60/Mall Drive Intersection Improvements, Chesterfield Co.
- Walmsley Boulevard/Newby's Bridge Road Intersection, Chesterfield Co.

STEVE SCHMIDT, PE, PTOE

Traffic / Transportation



Steve is a Senior Project Manager in the Traffic Analysis & Planning Group with 18 years of experience in multiple areas of transportation and traffic engineering. His expertise includes traffic signal timings, transportation impact studies, access management studies, signal warrant studies, corridor studies, operation studies, traffic signal design, and traffic management plans. **Steve will assist Chris Kiefer and the design team for all traffic and transportation related task orders.**

Select Project Experience

- Remington Solar Facility Traffic Study, Fauquier County, Virginia
- Cedar Lee Middle School Trafafic Study, Fauquier County, Virginia
- Belmont Park Traffic Study, Manassas, Virginia
- Lorton Community Center - Traffic Impact Study, Fairfax, Virginia
- Government Center Parkway Extension Design, Fairfax, Virginia
- Fairfax Blvd/Warwick/McLean Ave Intersection Improvements, Fairfax, Virginia
- Chain Bridge Road Smart Scale Application, Fairfax, Virginia
- Farr Avenue Extension & Multi-Modal Improvement, Fairfax, Virginia
- Chain Bridge Road - Eaton Place NVTA Application, Fairfax, Virginia
- Old Lee Highway Multimodal Improvements - Value Engineering Study, Fairfax, Virginia
- Southpoint - Route 1 Traffic Assessment, Spotsylvania County, Virginia
- Route 3 Fredericksburg Clearance/Corridor, VDOT CRO TASK 281 UPC104691, Spotsylvania County, Virginia
- Route 3 Four-Lane Operations Analysis, VDOT CRO TASK 299, CSC 11152800, Spotsylvania County, Virginia
- Allure at Jefferson, Spotsylvania County, Virginia
- Traffic Calming Support Services, Richmond, VA
- Virginia Capital Trail Pedestrian Safety Assessment, Henrico County, VA
- US Route 250 Pedestrian Study, Henrico County, VA
- Charlottesville Pedestrian Signal Audit, Charlottesville, VA
- East-West Sharrow Bicycle Route, Richmond, VA
- Route 206 Corridor Safety Analysis, King George County, VA
- Highway Safety Improvement Project (HSIP) Bicycle and Pedestrian Improvements, Chesterfield County, VA
- Systematic Safety Improvements for Focus Crash Types, Various locations, VA

Education

- Bachelor of Science, Civil Engineering, Virginia Tech, 2000

Registration

- Professional Engineer: VA, NC, MD
- Professional Traffic Operations Engineer
- Safe Transportation for Every Pedestrian (STEP)
- Advanced Work Zone Traffic Control

Experience

- 18 Years

Affiliations

- Virginia Section of the Institute of Transportation
- Institute of Transportation Engineers (ITE)

JOE SCKINTO

Traffic / Transportation



Joe is experienced project manager in right of way negotiations, utility coordination and has been highly effective in acquiring property rights for local and state agencies. Joe is experienced in real property acquisitions, involving title researches, document preparation, reading and understanding project plans and providing correct information to property owners. Joe can handle the simplest of acquisitions, to the more complex projects involving residential, commercial and utility relocations. His skills in effectively speaking with landowners have been honed over more than a decade in the field, and he is able to address their concern to achieve a voluntary conveyance. He has successfully completed projects for Chesterfield County, Goochland County, Hanover County, Spotsylvania County, City of Hampton, City of Newport News, City of Richmond, HRSD, and Design Builds for VDOT. **Joe will assist the team in all task orders that require right of way services.**

Select Project Experience

- Warrenton Easement Acquisition Services WR# 10231264, Fauquier County, VA
- Onville Road Sidewalk Improvements (UPC 111224), Stafford County, VA
- Atlee Station Road Widening Phase 4 - Revenue Sharing Application Support, Hanover County, VA
- St. Claire Drainage & Sidewalk Easement Acquisition Services, Henrico County, VA
- Tuckahoe Park Stream Restoration Easement Acquisition Services, Henrico County, VA
- RIC Lewis Road Fiber Optic Routing, Henrico County, VA
- JR Tucker High School Replacement, Henrico County, VA
- CoR SWM Easement Acquisition Assistance, Richmond, VA
- Broad Rock Manor/Seaton Acres Easement Acquisition Services, Richmond, VA
- Columbia St. over Goodes Creek Bridge Replacement Easement Acquisition, Richmond, VA
- Hicks Road Right of Way Acquisition , Chesterfield County, VA
- Genito/Otterdale Right of Way Acquisition, Chesterfield County, VA
- Robious Road Right of Way Acquisition, Chesterfield County, VA
- Magnolia Green CDA Right of Way Acquisition, Chesterfield County, VA
- Tomahawk Creek Trunk Sewer, Chesterfield County, VA
- Old Cox Road Reconstruction Project, UPC 113286, Mecklenburg County, VA
- Fort Lee FCU - Civil Engineering, Prince George County, VA
- Verona Pedestrian Improvements Right-of-Way Phase, Augusta County, VA
- Chain Bridge Rd & Cedar Ln Pedestrian Improvements, Fairfax, VA
- Government Center Parkway Extension Design, Fairfax, VA
- Prince George/Travis Lane Interconnection DTD, Petersburg, VA
- Judicial Drive Trail, UPC 113614, Fairfax, VA

Training

- IRWA Courses
  - Principles of Land Acquisition
  - Ethics and Right of Way Profession
  - Principles of Real Estate Negotiations
  - Conflict Management
- National Highway Institute, FHWA
  - TCCC Plan Reading: Right of Way Plans
  - Local Agency Real Estate Acquisition
  - Real Estate Acquisition under the Uniform Act
- Hazardous Materials Awareness
- United States Army Watercraft Engineer

Registration

- IRWA Right of Way Agent
- Notary Public: VA

Experience

- 17 Years

Affiliations

- International Right of Way Association (IRWA)
- IRWA, Chapter 52, Old Dominion Right of Way, Former Secretary

ADDITIONAL DESIGN SUPPORT



Patrick Van Nuys, PE – Civil Engineering

Education: Bachelor of Science, Civil Engineering, Virginia Tech, 2016 | **Registration:** Professional Engineer, VA | **Experience:** 6 Years

Patrick is currently a Project Engineer in Timmons Group's Loudoun County office, located in Ashburn. He has experience in designing for land development projects for public clients in a variety of projects that range from emergency services, K-12, higher education, parks and recreation, and departments of transportation. Patrick's project duties include engineering design development and GIS/CAD drafting from schematic design to construction documents for site plans that include site grading, wet and dry utilities, storm sewer, landscaping, and stormwater management.



Amanda Stuchel, EIT – Civil Engineering

Education: Bachelor of Science, Civil Engineering, Virginia Tech, 2018 | **Registration:** Engineer in Training, VA | **Experience:** 4 Years

Amanda is a Project Engineer for Timmons Group's Northern Virginia office. She has years of experience providing engineering design support including grading, drainage, , utility and site development design for various public and private clients. She is involved in the design process from schematic level through construction administration. Amanda has experience with various municipal, public safety, commercial, K-12, and industrial projects.



Ben Chandadipar, EIT – Civil Engineering

Education: Bachelor of Science, Civil Engineering, Virginia Tech, 2019 | **Registration:** Engineer in Training, VA | **Experience:** 3 Years

Ben is a Project Engineer II in Timmons Group's Ashburn, Virginia office. He has experience collaborating and designing stormwater management facilities, as well as using Civil 3D software to create designs for grading/ earthwork, utilities, and site layout. Ben has developed various plans and reports for permit approval through municipal agencies and performed computations for hydraulic design utilizing Bentley Flowmaster and HydroCAD systems.



John Genthner, LS – Survey

Education: Bachelor of Science, Virginia Tech, 1988 | **Registration:** Professional Land Surveyor: VA, WV | **Experience:** 23 Years

John is a Project Manager in Timmons Group's Field Operations Division. He manages a variety of land development-related surveying projects throughout Northern Virginia and the DC metro area, including site and road/highway construction and site development-related projects, stream and shoreline restoration and rehabilitation projects. John currently manages the preparation of ALTA surveys and marketing and closing documents for Apex Clean Energy, a leading independent renewable energy company focused on building utility-scale generation facilities throughout the continental U.S.



Matt Shephard, CST III – Survey

Registration: Certified Survey Technician III | **Experience:** 24 Years

Matthew is a Survey Project Manager in Timmons Group's northern Virginia office in Ashburn, Virginia. He has performed thousands of surveys in a myriad of conditions. Matthew has completed work for both public (federal, state, municipal) and private clients including residential, industry and commercial. His surveying capabilities, organizational skills and methodical attention help to assure seamless transition and continuity throughout the design and construction process. Types of surveys completed by Matthew include boundary, topography, construction, Static and RTK GPS-control surveys and sonar fathometer/RTK-GPS hydrographic surveys.

ADDITIONAL DESIGN SUPPORT



Chase Farnsworth, REM – Environmental Engineering

Education: Bachelor of Science, Civil Engineering, Virginia Commonwealth University, 2016 | **Registration:** Registered Environmental Manager, US | **Experience:** 9 Years

Chase is a Senior Environmental Scientist at Timmons Group with seven years of experience in the environmental consulting industry. As a member of the firm's Environmental Services Group, Chase provides valuable expertise gained from working with both public and private sector clients throughout the Mid-Atlantic region, representing client interests, and addressing compliance issues with local, state, and federal regulatory agencies. Chase's primary tasks have included conducting Phase I and Phase II Environmental Site Assessments, preparing SPCC plans for federal facilities, and preparing NEPA documentation for local, state, and federal agencies. Chase has experience in the collection of soil, groundwater, and air samples for laboratory analysis.



Scott Dunn, AICP, PTP – Traffic / Transportation

Education: Masters, Georgia Tech, Civil Engineering, 1998 / Masters, Georgia Tech, City Planning, 1998 / Bachelor of Arts, University of Virginia, 19982 | **Registration:** Professional Transportation Planner, American Institute of Certified Planners | **Experience:** 24 Years

Scott is Timmons Group's Traffic Analysis & Planning Group Leader and has more than two decades of experience. He provides expertise in multiple areas of transportation planning and traffic engineering, including corridor studies, traffic impact analyses, roundabout analyses, interchange justification/modification studies, signal warrant analyses, traffic signal timing (optimization and coordination), traffic calming, walkability audits, and pedestrian safety improvements.



Kevin O'Meara, PE, RSP – Traffic / Transportation

Education: Bachelor of Science, Civil Engineering, University of Virginia, 2007 | **Registration:** Professional Engineer: VA, NC | **Experience:** 15 Years

Kevin is a Senior Project Manager in the Transportation Design Group and an expert in roadway traffic engineering, particularly as it relates to roadway safety. He has extensive knowledge of traffic engineering rules, regulations, specifications, and guidelines. Kevin is proudly part of the first class of Roadway Safety Professionals, as designated by the Transportation Professional Certification Board. A certified Professional Engineer, Kevin also holds a VDOT Advanced Work Zone certification, putting this certification to use on the design of multiple complex maintenance of traffic plans. Kevin is the VDOT Central Office Traffic Engineering Division go-to engineer for anything and everything guardrail, and his team has inspected thousands of guardrail sites and completed no-plan design deliverables for hundreds more. Along with his knowledge of guardrail and work-zone safety, Kevin has managed roadway safety projects involving the analysis of curves, curve warning signs, and passing zone

DOVETAIL
CULTURAL RESOURCE GROUP
WWW.DOVETAILCRG.COM

KERRI S. BARILE, PHD, RPA

President/Principal Investigator

YEARS EXPERIENCE

With this firm: 16

With other firms: 13

EDUCATION

PhD/Anthropology & Architectural History, 2004

MA/Anthropology, 1999

MCert/Museum Management, 1999

BA/Historic Preservation, 1994

REGISTRATIONS/QUALIFICATIONS

Registered Professional Archaeologist

Secretary of Interior Standards Qualified as Archaeologist, Architectural Historian, and Historian

Council of Virginia Archaeologists

PUBLICATIONS/PRESENTATIONS/COMMITTEES

Board Member and Conference Committee Chair/American Cultural Resources Association (2013–present)

Co-Editor/Bulletin of the Archaeological Society of Delaware (2011–present)

Member/Fredericksburg Architectural Review Board (2010–present)

Co-Chair/Council of Virginia Archaeologists Award's Committee (2010–present)

Fredericksburg: The Official Guide (Editor, 2013)

A Woman in a War-Torn Town: The Journal of Jane Howison Beale, 1850–1862 (Editor, 2011)

Tectonics in the Piedmont; Environmental Archaeology on the Colonial Virginia Frontier. *Historical Archaeology* (2010)

City of Fredericksburg Historic Preservation Plan (Primary author, Adopted 2010)

Household Chore and Households Choices: Theorizing the Domestic Sphere in Historical Archaeology (2004)

High Speed Rail and Linear Resources in the Mid-Atlantic. Paper presented at the Transportation Research Board ADC50 Conference, Richmond, Virginia (2019)

EXPERIENCE

Dr. Barile has almost 30 years of professional experience in the fields of archaeology, architectural history, historic research, and Cultural Resource Management (CRM). She has directed the excavation of a wide array of archaeological sites in Virginia and across the country, and has recorded and researched an abundance of historic buildings, structures, districts, and objects. She has written and contributed to over 700 CRM reports, and she has extensive experience in a variety of cultural resource, environmental, and transportation legislation including authoring dozens of Memorandums of Agreement (MOA) and Programmatic Agreements (PA). In addition to CRM experience, Dr. Barile has taught university courses in historic preservation and preservation law, architectural history, and archaeology. She has also published numerous professional articles and papers on her studies, including articles in *Historical Archaeology* and several National Register of Historic Places nominations.

SAMPLE PROJECTS

Principal Investigator/Southeast High Speed Rail Corridor Study, Raleigh, North Carolina, to Washington, D.C. (DRPT/NCDOT). Cultural resource studies and project effect coordination for over 200 miles of rail and 100 miles of roadway, including the recordation of over 4,000 architectural resources and more than 100 sites, and involving almost 100 agencies and consulting parties.

Principal Investigator/Warrenton Training Center Expansion, Fauquier County, Virginia (US Dept of the Army). Cultural resource studies associated with the expansion of army distribution center near Warrenton. Work included technical studies as well as coordination with the SHPO, consulting parties, and federal agencies.

Principal Investigator/Wallops Island NASA Architectural and Archeological Studies, Accomack County, Virginia (NASA). Completed numerous cultural resource studies across the base including extensive coordination with the lead federal agency and SHPO to assure that PA guidelines were met.

Quality Assurance Lead/Multiple Property Nomination for African-American Related Places in Fauquier County, Virginia (Fauquier County/DHR). Working with the County and the SHPO, crafting a multiple property NRHP nomination for numerous significant resources across the county related to the African American experience.

Principal Investigator/Fauquier County Landfill Expansion. Fauquier County, Virginia (Fauquier County/Joyce Engineering). Completed cultural resource studies associated with the expansion of the landfill, including technical work and coordination with the County.

Principal Investigator/Riverfront Park, Fredericksburg, Virginia (City of Fredericksburg). Performed extensive studies on new 3-acre urban park including all phases of archaeology, architectural analysis, archival research, and coordinating resource avoidance with park designers.

Principal Investigator/Cultural Resource Study of Slavery-Related Sites, Stafford County, Virginia (Stafford County/DHR). CLG Grant Program project to gather data on properties throughout the county with ties to slavery. Work included extensive coordination with the local community, archival research, and descendant interviews.

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Mike Carosi

Senior Public Relations Specialist

Office Location: City of Virginia Beach
City of Residence: Norforlk, Virginia



Mike Carosi has more than 24 years of public involvement experience including community outreach, public education strategies, event planning, creative services, video, website development, advertising, crisis communications and media relations. Mike's extensive knowledge and experience includes all phases of planning and delivering outreach programs associated with transportation engineering, construction, transit, and infrastructure projects. Mike will collaborate with Fauquier County to assist strategies that directly engage identified stakeholders and target audience groups. Mike will assist to produce public involvement programs that raise awareness and enhance public participation to support project communications associated with the Fauquier County Planning, Architectural & Engineering Contract.

Education: Virginia Commonwealth University, B.A., 1990; History

Project Experience

ReThink9 Infrastructure Project, Hillsboro, VA, Client: Town of Hillsboro – *Senior Public Relations Specialist*. Collaborating with the Town of Hillsboro, Mike assisted to develop the project brand and logo, as well as managed the design and development of the ReThink9 Project website. Mike also developed the communications and crisis communications plans and worked with Hillsboro to deliver project awareness and direct outreach to key audience groups. Additional communications strategies to mitigate impact include online display and paid social media advertising to enhance project awareness for construction milestones including closures and detours. Mike continues to work with the Town of Hillsboro assisting communications for additional projects. (2019-Present)

VDOT Fredericksburg PSS District-Wide On-Call Contract – Improve 95 Website and Project Awareness, Fredericksburg, VA – *Senior Public Relations Specialist.* Mike collaborated with the client to define all projects associated with the Improve 95 Program under a unified project brand. Mike worked closely with the VDOT Fredericksburg communications team to develop, design, and deliver the Improve 95 Program comprehensive website and supporting collateral materials including maps, graphics, and primary project fact sheet. Mike continues to assist the VDOT Fredericksburg District with online, billboards, and radio advertising to provide motorist and community awareness for construction milestones and traffic impacts, including lane closures, traffic shifts and alternate routes. (2019-Present)

Chesterfield County US 360 & 288 Improvements, Streamline Chesterfield Website, Chesterfield County, VA: *Project Manager and Creative Director.* Mike worked closely with the client and team to develop the project website and cohesive project brand. Mike supervised the interactive map development for each of the nine projects into one cohesive design. He also managed logistics, content, copy, and website launch to support ongoing project communications. (2018-2019)

GRTC BRT Pulse, Richmond, VA: *Public Relations Project Manager***.** Supervised public involvement activities to provide consistent, ongoing messaging, information, and awareness to the public and key stakeholders. Activities include responding to public inquiries, keeping project partners informed of construction schedule and progress, delivering public information meetings and associated collateral materials. Coordinated with key stakeholders for the project including VDOT, GRTC, City of Richmond, Virginia Department of Rail and Public Transportation (DRPT) and Henrico County. (2016-2018)

City of Norfolk - VDOT Military Highway Continuous Flow Intersection (CFI), Norfolk, VA: *Senior Public Relations Specialist.* Multi-year public relations and community outreach program to deliver project awareness associated with construction of the Military Highway CFI Project. Managed contract logistics, budget and public involvement activities. Supervised development of key stakeholder lists, outreach strategies, communications plan, media relations and advertising planning. Worked closely with project team, VDOT and the City of Norfolk to provide public relations and communications services to create project awareness, mitigate impact and build support for the project. (2016-2018)

Route 60 Widening Project in Midlothian, Chesterfield County, VA: *Public Involvement Project Manager*. Mike supervised creative development, messaging and content for all project collateral materials including the project brand, Fact Sheet, maps, graphics, PowerPoint presentations and project boards. Mike assisted with defining the key stakeholders in the corridor, and presentations to businesses and homeowner associations. Mike also managed the contract budget and served as backup to the project Public Information Officer. (2015-2016)

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Windy Campbell

Senior Public Relations Specialist

Office Location: City of Richmond
City of Residence: City of Richmond



Windy Campbell has more than 20 years of experience in public affairs, community outreach, media relations and strategic communications planning. Based in Richmond, Windy will manage public participation and community engagement as directed by Fauquier County. Windy's experience demonstrates her ability to identify and engage key audience groups, develop communications strategies and tools, and public education programs for engineering and construction projects. Windy will collaborate with Fauquier County to manage impact, develop messaging, and deliver project information to the public.

Education: BA, English, Denison University

Project Experience

Chesterfield County US 360 & 288 Improvements, Streamline Chesterfield Website, Chesterfield County, VA: *Content Development/Copywriter.* Working in collaboration with Chesterfield County Department of Transportation, Windy developed the website content and copy to define the comprehensive multi-year construction program. Working closely with the client and web development team, Windy also developed the content for the project infographics detailing project facts associated with purpose or need. (2018-2019)

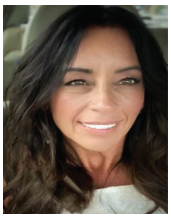
I-64 Widening Henrico and New Kent Counties | Exits 200 to 205, Richmond, VA: *Public Information Officer.* Windy worked closely with VDOT and the design-build team to manage project communications and stakeholder engagement. Windy developed the communications plan and strategy to include public meetings, project updates, radio and online advertising to create on-going awareness for the 4-mile widening project on I-64 East and West outside of Richmond. (2017-2019)

GRTC Pulse Bus Rapid Transit, Richmond, VA: *Public Information Officer.* Served as the communications liaison between the design-builder, VDOT and the project partners, including GRTC, City of Richmond, DRPT and Henrico County. Primary responsibilities included providing the project partners and the public with construction communications including schedules and traffic impacts. Windy also managed the GRTC Pulse construction hotline, hosted 20 public information meetings, and managed development of all communications material. (2016-2018)

Route 60 Widening Project, **Chesterfield County, VA:** *Public Information Officer.* Collaborated with Chesterfield County and contractor with public affairs and stakeholder engagement supporting project communications. Produced and delivered project communication strategies throughout the 12-month program. Delivered presentations to homeowner associations and business groups, enabling the project team to personally reach key stakeholders throughout the duration of the project. (2015-2016)

PEGGY MALONE & ASSOCIATES
TRAFFIC DATA COLLECTION
14286 Beach Blvd., Ste 19-345, Jacksonville, FL 32250 (904) 992-8072

Judy L. Green
Project Manager



PROFESSIONAL:
Judy Green, is a Project Manager for Peggy Malone & Associates, Inc., and is currently responsible for managing projects for both the Florida and Virginia office locations and assigned field staff. As Project Manager, she manages planning and scheduling of projects and the assignment of resources for each project. Judy is also responsible for Quality Control over all projects she manages.

Ms. Green has had training in the placement of machine hose counts, conducting turning movement counts, travel time studies, pedestrian and bicycle studies and the various other traffic data collection efforts that the company performs.

EDUCATION: H.S. St. Augustine High School

SUMMARY OF QUALIFICATIONS:
- 11 years of experience as Vice President of a Statewide HVAC service & repair business
- 3 years of experience as administrative assistant for the City of Tarpon Springs, was responsible for project schedules, travel planning for employees, lead on several projects and prepared City status reports.
- Began her career in the traffic data collection field in 2021. Her responsibilities include coordinating schedule availability for new projects, managing projects with Field Operation Managers, providing details and scope of each job to managers for their crews to perform their job in an effective and timely manner, and corporate management of the company.

PROJECT EXPERIENCE:
Peggy Malone & Associates, Inc. conducts approximately 400 projects each year. The following are sample projects that have been conducted under Ms. Simpson's supervision.

Forsyth & Adams St, Jacksonville
Judy oversaw this PMA project for Processor. The project included 13 – 4 hour turning movements. This data collection project was completed in July 2021 on time, within budget with no data issues.

US-98 Destin
Judy assisted with project management on this large project for RS&H. The project included 86 – 12 hour turning movements 10 – 12-hour pedestrian crossing studies, 8 -72-hour volume hose counts along with 20 -48-hour volume hose counts. This data collection project was completed in August 2020. All work was completed on time, within budget with no data issues.

Destin Annual Counts
Judy assisted with project management on this large project for 3TP Ventures. The project included 17 – 4 hour turning movements and 27 – 24-hour volume hose counts and 15 – 72-hour volume hose counts. The data collection project was completed in July 2021. All work was completed on time, within budget with no data issues.



Rick Whitman
Peggy Malone & Associates, Inc.
11030 Richardson Rd., Ste. B-17
Ashland, VA 23005
(904) 742-9323

TITLE: Field Operations Manager
EDUCATION: B.S. Business Management Old Dominion University, 1992

SUMMARY OF QUALIFICATIONS:

- 13 years' experience as project engineer at a large communications firm
- 3 years' experience in customer relations and management of field crews in landscape firm
- 15 years' experience in traffic engineering field: experienced in conducting all types of traffic counts. Trains field technicians and supervises all field staff; conducts safety and quality control inspections to assure that we are delivering the most accurate product to our clients in a timely fashion.

WORK EXPERIENCE:

Peggy Malone & Associates, Inc. conducts over 400 projects each year. The following are sample recent projects that have been conducted under Mr. Whitman's supervision.

US-17 & US-360 Tappahannock

Mr. Whitman participated in the coordination and supervision of traffic counts conducted for this project, which included 14-8 Hr TMCs, 1-12 Hr TMC, 7-4 Hr TMCs, 1-2 Hr TMC, 4-48 Hr Class hose cts, 2-48 Hr vol hose cts 2 dir, 1-48 Hr Video ADT w/class 2-4 lanes

VDOT Central Region 2020 Secondary Rd Counts Fredericksburg District

Mr. Whitman was instrumental in the management, scheduling, supervision and field operations for this project which included 289 - 24 Hour Volume Hose Counts

Northern VA Safety Rest Areas

This project entailed placing 7-day classification machine counts at rest areas in the northern VA region for which Mr. Whitman managed the scheduling and supervision of the traffic counts.

I-95 Atlantic Gateway (Exit 133 to Exit 160)

Mr. Whitman successfully oversaw the whole project consisting of 28-12 Hr TMs, 76-48 Hr Class, 7-48 Hr Video ADT w/ class 1 lane, 4-48 Hr Video ADT w/class 2-4 lanes

Christopher J. Bajdek
Principal Consultant

Experience

2013-Present, HMMH

2012-2013, Cavanaugh Tocci Associates, Inc.

2008-2012, ESS Group, Inc.

1990-2008, HMMH

Education and Training

B.S. Mechanical Engineering, Northeastern University, Magna Cum Laude, 1990

Graduate study, Mechanical Engineering, Northeastern University, 1992-1993

SoundPLAN Software & Noise Modeling Training, Navcon Engineering Network, February 2019

Cadna/A Advanced Training, Datakustik, April 2014

Emerging Leaders Program, ACEC/MA, January 2008

A/E Project Execution and Control, Zweig, June 2006

Airport NEPA Essentials, ACC Institute, June 2005

INM Training Course, HMMH, October 2003

Summer Program in Acoustics, Penn State, June 2003

Affiliations

Associate Member, Acoustical Society of America, since 2022

Member, Institute of Noise Control Engineering (USA), since 2004

Community Involvement

2010-present, Conservation Commission, Town of Holliston, MA

2012-present, Community Preservation Committee, Town of Holliston, MA

Mr. Bajdek has more than 30 years of experience as a consultant in noise assessment and control, managing numerous noise studies for transportation, energy generation, industrial, and community projects. His responsibilities encompass a wide variety of issues from baseline noise measurement programs and environmental documents through noise abatement design studies, compliance testing, and public involvement.

Mr. Bajdek has held leadership roles in numerous noise studies for all three modes of transportation. Mr. Bajdek has conducted many highway traffic noise impact studies and noise barrier design studies for Virginia, New York, New Hampshire, and Massachusetts Departments of Transportation. He is a proficient user of the Federal Highway Administration's Traffic Noise Model (FHWA-TNM), MicroStation software, and ESRI's ArcGIS. During HMMH's development effort for the FHWA, he was involved with the testing of the acoustical algorithms for multiple barrier diffraction within the FHWA-TNM. More recently, Mr. Bajdek was a contributing author to the National Highway Cooperative Research Program (NCHRP) Report 791 "Supplemental Guidance on the Application of the FHWA's Traffic Noise Model (TNM)," and played a key role in developing the recommended best practices for modeling tunnel-radiated noise using the FHWA-TNM. He also co-authored "Recommended Best Practices for the Use of the FHWA Traffic Noise Model (TNM)," Report FHWA-HEP-16018, which was published in 2015. Mr. Bajdek also managed HMMH's evaluation and testing of the user interface and documentation of the standalone version of the Draft TNM 3.0 for FHWA.

Mr. Bajdek also has managed several residential sound insulation programs at major airports across the country. For those programs, he has been responsible for pre-and post-construction acoustical testing programs to determine the noise level reduction of residential structures and the effectiveness of installed acoustical treatments for eligible homes.

In the early 2000s, Mr. Bajdek supported an investigation into the effects of variable length "gaps" in sound level measurement data collected at Zion National Park for the National Park Service Soundscapes Program Center. The investigation quantified the effects of the data gaps on several resultant hourly sound level metrics including L_{min}, L_{90}, L_{50}, L_{10}, L_{eq}, and L_{max}.

Representative Projects

- Connecticut Statewide Type II Noise Barrier Study, (2022-present) *Project Manager*
- George Washington Hwy (Rte 17) Improvements CE Noise Study, Chesapeake, VA, (2021-Present) *Principal-In-Charge and Project Manager*
- 495 NEXT Design-Build Project Final Noise Abatement Design, Fairfax County, VA (2021-Present) *Project Manager*
- I-664 Bowers Hill Interchange Noise and Air Quality Study, Suffolk, VA (2018-2019) *Principal-In-Charge and Project Manager*
- Hampton Roads Express Lanes, Segment 1, Preliminary Traffic Noise Study Norfolk, VA (2021-2022), *Project Manager*
- I-95 Exit 35 and 36 Interchange Improvements, Preliminary Traffic Noise Study, Saco, ME, (2021-present), *Project Manager*
- I-95 Northbound Collector-Distributor Lanes – Rappahannock River Crossing Design-Build Project, Fredericksburg/Spotsylvania County/Stafford County, Final Noise Abatement Design Study, (2020-present), *Project Manager*

"From an engineering perspective, I think your work is very well thought out. It navigates a difficult multi-dimensional space very well. You also explain this information in a thoroughly logical presentation which appeals to a scientist as well as a layperson. Indeed, that is a difficult balance to achieve. Excellent."

Bill Hawe, Coyote Spring Farm

- I-95 Improvements & Southbound Aux Lane Noise Study, Stamford/Greenwich, CT (2020-2022) *Principal-In-Charge and Project Manager*
- Pole Green Road Widening Noise Study, Hanover, VA (2017-2020), *Project Mgr.*
- I-285 Top End Project, Noise Abatement Evaluation, Atlanta, GA (2020), *Project Manager*
- Ramp Improvements and Related Work at I-495 SB to I-290 WB, Marlborough, MA (2020), *Project Manager*
- State of the Practice – Project-Level Noise Analysis on Multimodal Projects: Synthesis and Case Studies, FHWA (2019-present), *Project Manager*
- Hampton Roads Bridge Tunnel Expansion, Final Noise Abatement Design Study, Hampton and Norfolk, VA (2019-present), *Project Manager*
- Fairfax Pike (Route 277) Noise Abatement Design Reevaluation, Frederick County, VA (2019-2020), *Project Manager*
- Martinsville Southern Connector Study – Route 220 Environmental Impact Statement, Noise Study, VA (2019-2020), *Project Manager*
- Nansemond Parkway / Wilroy Road Overpass, Preliminary Noise Study, Suffolk, VA (2019-2020), *Project Manager*
- Rolling Road (Route 638) Final Design Noise Abatement Study, Fairfax County, VA (2018-2020), *Project Manager*
- I-84 Exit 17 Interchange Improvement Project Noise Study, Middlebury & Waterbury, CT (2018-2020), *Project Manager*
- Atlantic Intracoastal Waterway Bridge Replacement Project at Deep Creek, Chesapeake, VA (2018-2019), *Project Manager*
- I-95 Southbound Collector-Distributor Lanes – Rappahannock River Crossing Design-Build Project, Fredericksburg/Spotsylvania County/Stafford County, Final Noise Abatement Design Study, (2018-2019), *Project Manager*
- Route 28 Widening Noise & Air Quality Studies, Fairfax County, VA (2017-present), *Noise Measurements & Modeling*
- I-495/I-90 Interchange Improvements, Preliminary Noise Analysis and Abatement Design, Hopkinton/Southborough/Westborough, MA (2017-present), *Project Manager*
- Neabsco Mills Road Widening and Improvement Project, Prince William County, VA, Preliminary Noise Study (2018), *Project Manager*
- City-wide Evaluation of Traffic Noise Abatement Needs, Virginia Beach, VA, (2017-2018), *Project Manager*
- Elbow Road Phase II, Noise Barrier Design, Reevaluation for New Design Year, Virginia Beach, VA (2016-2018), *Project Manager*
- FHWA Traffic Noise Model Draft Version 3.0, User Interface Testing (2017), *Project Manager*
- I-581 / Valley View Boulevard Diverging Diamond Interchange, Evaluation of Noise Barrier Designs, Roanoke, VA, (2013-2017), *Project Manager*
- Statewide Measurement and Evaluation of Vehicle Pass-by Noise Levels on Rumble Strips, NH, (2017), *Project Manager*
- Spaulding Turnpike Open Road Tolling Noise Study, Dover and Rochester, NH, (2016-2017), *Project Manager*
- Rolling Road (Route 638) Widening Project, Preliminary Noise Analysis, Fairfax County, VA, (2016), *Project Manager*
- Elbow Road Phase II, Noise Barrier Design, Evaluation of Three Newly Developed Areas, Virginia Beach, VA (2014), *Project Manager*
- Fairfax Pike (Route 277) Final Noise Abatement Design Study, Frederick County, VA (2016), *Project Manager*

Philip M. DeVita, CCM
Director, Air Quality

Experience

2008-Present, HMMH

1997-2008, Epsilon Associates, Inc.

1995-1997, GZA GeoEnvironmental, Inc.

1989-1995, ENSR Consulting and Engineering

Education

M.S., Environmental Studies, University of Massachusetts at Lowell, 1997

B.S., Meteorology, University of Lowell, 1989

Registrations and Certifications

Certified Consulting Meteorologist, (No. 611), 2002

40-Hour OSHA per 29 CFR 1910.120 1996

Affiliations

Air & Waste Management Association (National and New England Regional Section)

American Meteorological Society

Mr. Philip DeVita leads HMMH's Air Quality practice. He is an American Meteorological Society Certified Consulting Meteorologist with more than 30 years of experience in air quality permitting and modeling, wind turbine and solar evaluation, air emissions characterization, and meteorological monitoring. His expertise includes atmospheric dispersion modeling to support permitting and siting studies, indirect source analysis, feasibility studies, and consequence analyses for hazardous chemical releases. Mr. DeVita has conducted air quality impact assessments for a variety of transportation projects as well as analyses of power and industrial sources using AERMOD, EDMS/AEDT, MOVES, SGHAT, CAL3QHC and CALPUFF. He also has prepared greenhouse gas and sustainability analyses under the MEPA Greenhouse Gas Emissions Policy, emissions inventories, source registrations, and air plan applications for various industrial sources.

Representative Projects

Highway Projects

- Route 125 Widening and Improvements Air Quality & Noise Studies, Plaistow & Kingston, NH (2020), *Air Quality Lead*
- I-95 Express Lanes Fredericksburg Extension Study Revised Environmental Assessment, VA (2017), *Air Quality Lead*
- Route 1 Improvement Study, Prince William County, VA, CO Hot Spot analysis using MOVES, PM2.5 Qualitative analysis. (2016), *Project Manager*
- Hampton Roads Bridge Crossing Study (HRBCS), Hampton and Norfolk, VA, CO Hot Spot Analysis and quantitative MSAT analysis using MOVES, greenhouse gas assessment and CO tunnel emission analysis. (2016), *Project Manager*
- Route 460 Reevaluation, City of Suffolk, VA, CO Hot Spot Analysis using MOVES and qualitative mobile source air toxics analysis. (2014), *Project Manager*
- I-64 High Rise Bridge Corridor Study, City of Chesapeake, VA, CO Hot spot analysis and MSAT quantitative analysis using MOVES. (2014), *Project Manager*
- Air Quality Evaluation for I-66 Corridor Tier 1 Draft EIS, Fairfax and Prince William Counties, VA. (2013-2014), *Project Manager*
- Dulles Airport Cargo Road, Loudoun County, VA, CO Hot Spot using MOVES and qualitative mobile source air toxics analysis. (2013-2014), *Project Manager*
- Air Quality study for proposed road improvement project in Hagerstown, MD (2012), *Project Manager*
- I-64 Hampton Roads Bridge-Tunnel Improvement Project, Hampton and Norfolk, VA, CO Hot Spot analysis, quantitative MSAT analysis and CO tunnel emission analysis. (2011-2012), *Project Manager*
- National Environmental Policy Act (NEPA) analysis for a new HOV off-ramp on I-395 in Alexandria, VA (2011), *Project Manager*
- Microscale and Mesoscale analysis for a proposed by-pass road for Massport, Boston, MA (2010), *Project Manager*
- CO Hot spot analysis and mobile source air toxics for a road widening project in Norfolk/Virginia Beach, VA (2010), *Project Manager*
- Microscale analysis for a bridge replacement project in Chesapeake, VA (2009), *Project Manager*
- Numerous microscale and mesoscale analyses for a variety of real estate development projects, including airport modifications, in support of DEIR, FEIR, and MEPA submittals, Boston, MA (1997-2008), *Project Manager*
- Air quality dispersion modeling in support of an FEIR for a proposed recycling center, North Andover, MA (2006), *Project Manager*

J. Rusty Field, P.E.

Managing Principal

ONE ENVIRONMENTAL GROUP

Profile

Mr. Field has over 20 years of professional experience providing environmental consulting services, served as a Principal with ONE Environmental Mid Atlantic, LLC (ONE) since 2009, and Managing Principal of ONE since 2015. As a Principal, Mr. Field remains engaged in all aspects of the business and maintains client responsibility. His founder's mentality and passion for customer service fosters a company culture that is unmatched in the environmental consulting industry. Additional information on the culture at ONE can be found at www.oneenv.com.

ONE offers consulting and industrial services to commercial, industrial, and government clients that are regulated by environmental state and federal regulations or transactional requirements of lending institutions. Specifically, Mr. Field's environmental consulting experience covers a wide range of regulatory programs and laws including:

- Brownfields and Voluntary Remediation Programs
- Resource Conservation and Recovery Act (RCRA) Programs
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), also known as Superfund
- Toxic Substances Control Act (TSCA)
- Clean Water Act (CWA)
- Clean Air Act (CAA)
- Oil Pollution Act (OPA)
- Emergency Planning and Community Right-to-Know Act (EPCRA)
- Underground Storage Tank (UST) Programs
- Aboveground Storage Tank (AST) Programs
- Occupational Safety and Health Administration (OSHA)

In addition, Mr. Field provides consulting expertise in the following:

- Closure planning and decommissioning of regulated facilities
- Environmental permitting for industrial and commercial facilities
- Spill Prevention Control and Countermeasures (SPCC) Plans
- Facility Response Plans (FRP)
- Integrated Plans / ONE Plans
- Stormwater Pollution Prevention Plans (SWPPP)
- Environmental Management Systems (EMS)

- Environmental due diligence including Phase I, Phase II Environmental Site Assessments (ESAs), and Hazardous Material Surveys
- Environmental site assessments including development groundwater and soil characterization studies
- Soil and groundwater remediation projects
- Vapor intrusion assessment and mitigation projects

Mr. Field has worked with both private and public-sector clients in the general manufacturing, energy, chemical, pharmaceutical, brewing, pulp and paper, petroleum, steelworks, scrap metal, nonmetallic mineral mining and quarrying operations, aggregate, food, general manufacturing, commercial, financial, legal, municipality, and real estate industries. As a Project Manager, Environmental Engineer, or Environmental Consultant, Mr. Field has been successful in each of these industries and professional references can be provided upon request.

Education

B.S., Biological Systems Engineering - Land and Water Resources, Virginia Polytechnic Institute and State University of Blacksburg, Virginia

Professional Registrations

Professional Engineer (PE) – Virginia, West Virginia, North Carolina, South Carolina, Georgia, Alabama
40-Hour OSHA Training (29 CFR 1910.120)
8-Hour OSHA Refresher annually

Professional History

Principal - ONE Environmental Mid Atlantic, LLC (ONE)
Senior Project Manager/Engineer - Groundwater & Environmental Services, Inc. (GES)
Staff Engineer - Environmental Resources Management (ERM)

Professional Experience

Regulatory Compliance & Permitting (Virginia, North Carolina, South Carolina, Georgia) – Support corporate and local EH&S managers responsible for the development of air, waste, and water permit applications for industrial facilities located throughout Virginia, North Carolina, and South Carolina, and Georgia. Responsibilities also included identification, review, and implementation of State and Federal environmental regulations affecting facility operations. Developed and implemented several environmental management systems and plans such as solid waste management, container management, stormwater and wastewater management, and chemical management programs.

Stormwater Permitting & Compliance (Virginia, North Carolina, South Carolina, Georgia) – Provided stormwater permitting and compliance services for industrial facilities throughout Virginia, North Carolina, South Carolina, and Georgia. Typical routine services have included NPDES/VPDES permitting, SWPPP development, stormwater control measures (e.g., BMP) design

and construction, pollutant minimization investigations and planning, state and regional TMDL support, land disturbance permitting (LDP), and permit closures

Spill Prevention Planning (Various facilities throughout Virginia, North Carolina, South Carolina, Georgia) – Professional Engineer responsible for comprehensive review and update of spill prevention programs including SPCC, ODCP, AST/Container Management Programs, SWPPP, FRP (EPA and USCG), Wastewater O&M plans, etc. for industrial facilities throughout Virginia, North Carolina, South Carolina, and Georgia.

VPDES, VPA, and Wastewater Permitting (Various facilities in Virginia) – Project lead for multiple facilities with VPDES and VPA permits associated with onsite wastewater treatment facilities. Project includes permit review and updates, regulatory negotiations, development and certifications of groundwater monitoring plans and O&M plans. Also responsible for oversight of monitoring programs include routine groundwater sampling, routine reporting, and maintenance of groundwater corrective action systems.

Former Hazardous Waste Burn Pit, Superfund Site (Virginia) – Served as project manager and project lead for PRP group responsible for source area remediation and groundwater plume containment/monitoring for a Superfund site located north of Richmond, Virginia. Responsible for the site maintenance, remediation, groundwater monitoring and field activities, safety, and reporting requirements necessary to comply with the ROD. COCs include both chlorinated solvents and petroleum compounds. Current remedial program involves transitioning site from active remediation to monitored natural attenuation through innovative bioremediation program that involves injection of propane and oxygen.

Former Hazardous Waste Burn Pit, RCRA Corrective Action Site (Ohio) – Lead a team of consultants to transition a RCRA Corrective Action site from an active remediation phase to a passive treatment, and ultimately to monitored natural attenuation. Required intense regulatory negotiations with USEPA and OEPA to make the transition happen, and required various Webinars and innovative strategies to gain consensus between the stakeholders. Active treatment included pump and treat, and passive treatment included phytoremediation and biological enhancements in strategic location to reduce levels to a point where MNA can occur over a reasonable period of time. The contaminants of concern are PCE and TCE from an industrial landfill.

Transformer Production and Repair Facility (Ohio) – Served as project manager to lead a site through both risk-based and self-implementing closure of PCB impacts to soils under 40 CFR Part 761. Both projects required source area removal in areas technically practicable for PCB concentrations greater than 100ppm, and concrete capping for concentrations below 100 ppm or in areas where removal was not technically practicable. Risk based closure required USEPA negotiations and development of a UECA covenant and a cap maintenance strategy with O&M plan.

Kyle F. Blandford, REM

Project Manager

Profile

Mr. Blandford has 25 years of consulting experience in the environmental, industrial hygiene, and property due-diligence industry throughout the United States. He has conducted and/or supported Industrial Hygiene (IH) projects; Environmental Site Assessments (ESAs); Hazardous Materials Assessments (including Lead, Asbestos, and Mold); Indoor Air Quality Assessments; and Property Condition Assessments (PCAs) for a wide range of local and national clients, including industrial companies, developers, insurance companies, law firms and property owners. The properties he has evaluated have included multifamily residential, retail, office, industrial, health care, and hospitality.

Education

B.S. Environmental Science / College of William and Mary

Professional History

ONE Environmental Mid Atlantic, LLC
Independent Contractor
Groundwater & Environmental Services, Inc. (GES)
Froehling and Robertson, Inc. (F&R)
The EI Group

Professional Experience

Industrial Hygiene – Performed or managed dozens of employee exposure monitoring projects for various types of industry and tasks.

- Performed large plume identification during manufacturing process involving over 120 separate pumps and Summa Cannisters simultaneously collecting haze for 10 separate analyses at manufacturing plant.
- Performed hundreds of asbestos inspections or hazardous materials assessments in various commercial and industrial properties in Virginia, Washington, D.C. Maryland, and North Carolina. Certified as an asbestos inspector and project monitor with licenses in Virginia and North Carolina. Trained and certified as a mold inspector and abatement manager. Performed over 50 mold assessments and managed over 20 mold abatements.
- Performed or managed asbestos inspections and abatements on numerous bank conversion portfolios throughout the southeast, including Signet to First Union, First Union to Wachovia, and Wachovia to Wells Fargo.
- Performed mold inspections and managed mold abatements for military housing in Tidewater, Virginia for major project lasting months.

WILLIAM G. DOWNEY

DOWNEY & SCOTT, LLC



Project Role: Chief Cost Estimator

Years of Experience: 40 years

Education: BS, Syracuse University, Construction Management, 1984

Registrations & Affiliations: AACE, CSI, Instructor for ESI of Northern VA, Instructor for AIA Washington DC Chapter, Former Board of Supervisor Member, and Former School Board Member of Fauquier County, VA.

Experience: With 40 years of Construction Management Services experience, Mr. Downey has performed a range of pre-construction, construction phase, and post-construction services on over seven hundred local government projects within Maryland and Virginia alone, utilizing various projects delivery methods. As Chief Estimator, Mr. Downey will oversee the project team. His participation and leadership will significantly reduce an owner's project risk with an extensive municipal building construction background. If not identified upfront, risks can negatively impact a project through costly change orders, claims, delays, and cost overruns. A trusted construction advisor within the industry, Mr. Downey will only deem a project successful when the client's vision has been achieved. His unique perspective reflects a four-year term as an elected member of the Board of Supervisors and another as an elected member of the School Board in Fauquier County, allowing him better to understand the needs of both public and private sectors. Before becoming a principal, Mr. Downey worked with regionally recognized constructors, Chas. H. Tomkins Company, Sabre Construction Corporation, and Chamberlain Construction Corporation. His skills, derived from within the industry, add critical depth to the team.



LFCC William Hazel Science Building

SELECT LOCAL EXPERIENCE



Vint Hill Public Street Network

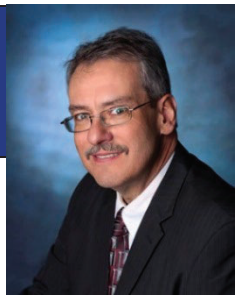


Columbia Gas Operations Center

- Fauquier County Fairgrounds Building Addition: Warrenton, VA
- Fauquier County Public Library: Warrenton, VA
- Catlett Calverton Waste Water Treatment System: Catlett, VA
- Fauquier County Courthouse & Government Center: Warrenton, VA
- Marshall Main Street Revitalization: Marshall, VA
- Northern Fauquier Community Park Pavement: Marshall, VA
- 12 North Hill Behavioral Health Renovation: Warrenton, VA
- Vint Hill Parkway 3rd & 4th Lane Expansion: Vint Hill, VA
- South Coate Village – 2nd Access Road: Bealeton, VA
- LFCC William Hazel Science Building: Warrenton, VA
- New Major Trails in Marshall & Upperville Parks: Fauquier County, VA
- Pierce Elementary School Connector Trail: Remington, VA
- Vint Hill Public Street Network Project – Phase 1: Vint Hill, VA
- Columbia Gas Operations Center Stormwater Management Review: Vint Hill, VA
- Brown & Isenhart Stormwater Management Review: Marshall, VA
- Brookside Parkway New Curb and Gutter: Vint Hill, VA
- Orlean Volunteer Fire & Rescue Department: Orlean, VA

DONALD D. DAIGLE, CPE, CVS

DOWNEY & SCOTT, LLC



Project Role: VP of Pre-Construction Services, Certified Professional Estimator, Life Cycle Costs Analyst

Years of Experience: 39 years

Education: NVCC, Annandale, A.A.S – Mechanical Engineering,
A.A.S. – Electro-Mechanical Engineering Technology, 1984

Professional Certifications & Memberships: Certified Value Specialist (CVS #201203044), SAVE International
Certified Professional Estimator (CPE #1.4000981-1214),
American Society of Professional Estimators (ASPE)

Experience:

Mr. Daigle brings an invaluable perspective from his 39 years of Construction Management, Cost Estimating, and Value Engineering experience. Before joining Downey & Scott, Mr. Daigle worked as an estimator, project/construction manager, and owner/operator of a firm for nationwide construction projects. He led the successful completion of both public and private construction projects ranging from k-12 public schools to state-of-the-art military facilities.

His experience with cost estimating, value engineering, life cycle cost analysis, design, master planning, scheduling, negotiation, and contracts administration makes him a valued team player. His proficiency, professionalism, and team player mentality reflect the high quality of his workmanship in every project. His tenure as a cost engineer and project manager adds a valuable perspective to constructing or renovating a facility in today's dynamic market



Warrenton Aquatic & Recreation Facility

SELECT LOCAL EXPERIENCE

- Fauquier County Fairgrounds Building Addition: Warrenton, VA
- Fauquier County Public Library: Warrenton, VA
- Orlean Volunteer Fire and Rescue Department: Orlean, VA
- Warrenton Aquatic & Recreation Facility (WARF): Warrenton, VA
- Fauquier County Courthouse & Government Center: Warrenton, VA
- Marshall Main Street Revitalization: Marshall, VA
- Northern Fauquier Community Park Pavement: Marshall, VA
- 12 North Hill Behavioral Health Renovation: Warrenton, VA
- Vint Hill Parkway 3rd & 4th Lane Expansion: Vint Hill, VA
- South Coate Village – 2nd Access Road: Bealeton, VA
- LFCC William Hazel Science Building: Warrenton, VA
- New Major Trails in Marshall & Upperville Parks: Fauquier County, VA
- Pierce Elementary School Connector Trail: Remington, VA
- Vint Hill Public Street Network Project – Phase 1: Vint Hill, VA
- Columbia Gas Operations Center Stormwater Management Review: Vint Hill, VA
- Brown & Isenhart Stormwater Management Review: Marshall, VA
- Brookside Parkway New Curb and Gutter: Vint Hill, VA



12 North Hill Behavioral Health



Orlean Volunteer Fire Department

Alison W. Hanson, L.S.

President

insightful solutions, quality service

With experience in boundary law, topographic surveying and construction stakeout, Ms. Hanson has managed a variety of surveying phases for multiple projects. Often, she is responsible for creating lease areas, easement plats, and R.O.W. determination for projects statewide, including records research of property and easements for private, commercial, and public-sector clients. She has managed various on-call contracts throughout the Commonwealth with services that include control, design, and as-built surveys.

Education

Old Dominion University
2004 – BS Civil Engineering Technology
John Tyler University
1994 – AS Architectural Engineering

Professional Registrations

Virginia – Licensed Land Surveyor
0403002617

Years of Relevant Experience

36 Years (Total) 12 Years (H & B)

Office Location

Richmond, VA

PROJECT EXPERIENCE

Verona Pedestrian Improvements – Augusta County, VA: This project was for the construction of approximately 1.3 miles of pedestrian path accommodations on the north side of Laurel Hill Road from the Shenandoah Valley R.R. tracks to the Park & Ride on Lodge Lane. This design aided with the construction of new sidewalks and crosswalks on the eastern side of US 11 from Dick Huff Lane into the City of Staunton. H&B provided surveying services for the project area limits along Laurel Hill Road. Tasks included horizontal/vertical control, subsurface utility location, complete courthouse research for 25 parcels of property (including in-dept research of VDOT road R.O.W., railroad R.O.W.), and field location of all planimetric features. The finished product included mapping of planimetric features, topographic contours, a DTM file, property/R.O.W. lines, and identification of all owners on record within the survey limits.

First Day at Chancellorsville – Spotsylvania, VA: As part of the "Civil War Discovery Trail" project, Ms. Hanson was survey manager for the layout/alignment of a 2.5-mile-long walking trail and a trail head plaza at the "First Day at Chancellorsville Battlefield" site. Based on existing ground conditions, terrain, specific points of interest, and historical markers the trail alignment was laid out with preservation of the historic location in mind. While designing, the goal was to try to tell a story following the best route for visitors to experience the significance and impact of the Civil War. Ms. Hanson and the survey crews worked closely with the landscape architects, park officials and county liaisons to insure the best possible solution and create a trail that would bring history to life.

Barracks Road and Emmett Street Streetscape - Charlottesville, VA: H&B provided a topographic design survey along Barracks Road from its intersection of Emmet Street to its intersection with Hilltop Road. The corridor is approximately 0.5+/- miles along Barracks Road and 0.2+/- miles along Emmet Street. The survey included above-ground topographic features and inverts for storm/sanitary sewer. Additionally, H&B provided R.O.W., easement and boundary research of impacted property. This particular survey included location and identification of specimen trees greater than 8" circumference.

Traffic Signalization & Intersection Improvements – Richmond, VA: H&B performed a complete location survey for a series of six traffic signalization and intersection improvement projects within the City of Richmond. Projects included pedestrian and traffic safety measures as well as equipment upgrades required to improve traffic flow and signal synchronization. H&B provided quick-response survey services including management of underground utility designations, in-depth property, R.O.W., easement research, and complete planimetric mapping. Wire heights and underground storm/sewer as-built information were also collected as a part of the project data.

EXCEPTIONS TO THE RFP

As per the 6.2.7 - Exceptions to the RFP, Timmons Group is not providing exceptions to the RFP, unless and until we are selected for negotiations. We understand that, at the time of selection, our firm will have the ability to provide full disclosure of any exceptions to the RFP. We also understand that all exceptions should be prepared in advance during the negotiation phase, to facilitate the negotiation process.

FIRM DATA SHEET

FIRM DATA SHEET (REQUIRED)

Planning, architectural and engineering open
Funding: F_____ (S=State F=Federal) Project No.: end services for federal funded projects
Division: __ EOI Due Date: 03/10/2022

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

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts
Timmons Group, Inc. 1001 Boulders Parkway, Suite 300 Richmond, VA 23225	N	69 Years	$136,000,000
Dovetail Cultural Resource Group 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 DBE / SWaM # 647398	YD, YS (Small, Woman)	16 Years	$2,533,270
On Point Transportation PR 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 DBE / SWaM # 809337	YD, YS (Small, Woman, Minority)	4 Years	$750,000
Harris Miller Miller & Hanson Inc. 700 District Ave., Suite 800 Burlington, MA 01803 DBE / SWaM # 665488	YD, YS (Small, Woman)	40 Years	$10,415,635
H&B Surveying and Mapping, LLC 614 Moorefield Park Drive Richmond, VA 23236 DBE / SWaM # 679423	YD, YS (Small, Woman)	12 Years	$3,927,575
ONE Environmental Mid Atlantic, LLC 100 Walton Park Lane Midlothian, VA 23114 SWaM # 710935	YS (Small)	12 Years	$4.5 Million

* YD = DBE Firm Certified by DMBE N = DBE or SWaM Firm Not Certified by DMBE NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
DMBE is the Virginia Department of Small Business and Supplier Diversity

FIRM DATA SHEET

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Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts
Downey & Scott 6799 Kennedy Road, Unit F Warrenton, VA 20187 SWaM # 661976	YS (Small, Micro)	38 Years	$975,000
Peggy Malone & Associates 11030 Richardson Road, Unit B-17 Ashland, VA 23005	N	21 Years	$2,629,800

* YD = DBE Firm Certified by DMBE N = DBE or SWaM Firm Not Certified by DMBE NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
DMBE is the Virginia Department of Small Business and Supplier Diversity

DBE LETTERS OF COMMITMENT

TIMMONS GROUP
ENGINEERING | DESIGN | TECHNOLOGY

20110 Ashbrook Place
Suite 100
Ashburn, VA 20147

P 703.554.6700
F 703.726.1345
www.timmons.com

March 10, 2022

Dovetail Cultural Resource Group I, Inc.
Attn: Kerri S. Barile
11905 Bowman Drive, Suite 502
Fredericksburg, VA 22408

RE: DBE Participation Commitment
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
RFP# 01-22ks

Thank you for joining the Timmons Group team for the above-referenced contract. In our commitment to supporting DBE firms, we are pleased to include Dovetail Cultural Resource Group on our team to provide Cultural Resources and Archaeology services at approximately 2% of the contract value, as needed for this project.

By signature below, Dovetail Cultural Resources Group confirms participation on our team. We look forward to working with you and if you have any questions or need any additional information in this regard, please feel free to contact me at bill.vest@timmons.com or 703.554.6700.

Respectfully,

Bill Vest, PE, DPE
Principal in Charge
Timmons Group

Signature

Kerri S. Barile, President
Printed Name

Dovetail Cultural Resource Group
Firm Name

DBE LETTERS OF COMMITMENT

TIMMONS GROUP
ENGINEERING | DESIGN | TECHNOLOGY

20110 Ashbrook Place
Suite 100
Ashburn, VA 20147

P 703.554.6700
F 703.726.1345
www.timmons.com

March 9, 2022

Harris Miller Miller & Hanson Inc.
Attn: Mary Ellen Eagan
700 District Avenue, Suite 800
Burlington, MA 01803

RE: DBE Participation Commitment
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
RFP# 01-22ks

Thank you for joining the Timmons Group team for the above-referenced contract. In our commitment to supporting DBE firms, we are pleased to include HMMH on our team to provide Noise and Vibration Consulting, and Air Quality Control Services at approximately 2% of the contract value, as needed for this project.

By signature below, HMMH confirms participation on our team. We look forward to working with you and if you have any questions or need any additional information in this regard, please feel free to contact me at bill.vest@timmons.com or 703.554.6700.

Respectfully

Bill Vest, PE, DPE
Principal in Charge
Timmons Group

Signature

Mary Ellen Eagan, President & CEO
Printed Name

Harris Miller Miller & Hanson Inc.
Firm Name

665488 3/9/2022
DBE #. Date

DBE LETTERS OF COMMITMENT

TIMMONS GROUP
ENGINEERING | DESIGN | TECHNOLOGY

20110 Ashbrook Place
Suite 100
Ashburn, VA 20147

P 703.554.6700
F 703.726.1345
www.timmons.com

March 9, 2022

On Point Transportation PR, LLC
Attn: Mike Carosi
5269 Greenwich Road
Suite 101
Virginia Beach, VA 23462

RE: DBE Participation Commitment
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
RFP# 01-22ks

Thank you for joining the Timmons Group team for the above-referenced contract. In our commitment to supporting DBE firms, we are pleased to include On Point Transportation PR, LLC on our team to provide Public Relations and Public Involvement at approximately 2% of the contract value, as needed for this project.

By signature below, On Point Transportation PR, LLC confirms participation on our team. We look forward to working with you and if you have any questions or need any additional information in this regard, please feel free to contact me at bill.vest@timmons.com or 703.554.6700.

Respectfully,

Bill Vest, PE, DPE
Principal in Charge
Timmons Group

Signature

Mike Carosi
Printed Name

On Point Transportation PR
Firm Name

#809337 3.9.22
DBE #. Date

DBE LETTERS OF COMMITMENT

TIMMONS GROUP
ENGINEERING | DESIGN | TECHNOLOGY

20110 Ashbrook Place
Suite 100
Ashburn, VA 20147

P 703.554.6700
F 703.726.1345
www.timmons.com

March 9, 2022

H & B Surveying and Mapping, LLC
Alison Hanson, LS
614 Moorefield Park Drive
Richmond, VA 23226

RE: DBE Participation Commitment
Planning, Architectural & Engineering Open End Services for Federal Funded Projects
RFP# 01-22ks

Thank you for joining the Timmons Group team for the above-referenced contract. In our commitment to supporting DBE firms, we are pleased to include H & B Surveying and Mapping on our team to provide Survey Support services at approximately 6% of the contract value, as needed for this project.

By signature below, H & B Surveying and Mapping confirms participation on our team. We look forward to working with you and if you have any questions or need any additional information in this regard, please feel free to contact me at bill.vest@timmons.com or 703.554.6700.

Respectfully,

Bill Vest, PE, DPE
Principal in Charge
Timmons Group

Signature

Alison Hanson, LS
Printed Name

H & B Surveying and Mapping, LLC
Firm Name

665488 — DEB #.
03/10/2022 — Date

CERTIFICATION REGARDING DEBARMENT

PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: Planning, architectural and engineering open end services for federal funded projects

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

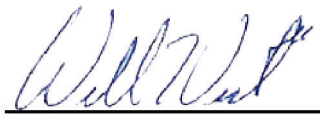
b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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



Signature

03 / 10 / 2022
Date

Principal
Title

Timmons Group, Inc.
Name of Firm

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: RFP 01-22ks

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

[signature]	03/03/2022
Signature	Date
President	Dovetail Cultural Resource Group
Title	Name of Firm

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Fauquier County - Planning, Architectural & Engineering, RFP 01-22ks

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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



Signature	Date
	3.8.22

Title	Name of Firm
President	On Point Transportation PR

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Mary E. Eyk
Signature

3/2/2022
Date

President & CEO
Title

Harris Miller Miller & Hanson Inc.
Name of Firm

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Fauquier County A/E Open End Services for Federally Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

	February 24, 2022
Signature	Date
Principal	Downey & Scott, LLC
Title	Name of Firm

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Planning, architectural and engineering open end services for federal funded projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Kerry McAvoy

Signature	Date
Principal	ONE Environmental Mid Atlantic, LLC
Title	Name of Firm

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Fauquier County Planning, Architectural & Engineering Services RFP 01-22ks

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

	3/7/22
Signature	Date
Vice President	Peggy Malone & Associates, Inc.
Title	Name of Firm

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT (REQUIRED)
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Planning, Architectural & Engineering Open End Services for Federal Funded Projects

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Aaron W. Hanson — 03/10/2022

Signature — Date

Principal — H & B Surveying and Mapping, LLC

Title — Name of Firm

VDOT FORM C-63

VDOT Form C-63 (REQUIRED)

See link below for fillable form that can be used for submission

http://vdotforms.vdot.virginia.gov/SearchResults.aspx?filename=C63.pdf

Form C-63
Rev. 7-25-17

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
VENDOR PAYMENT COMPLIANCE REPORT
(FEDERALLY FUNDED PROJECTS)
(Vendor defined as: Subcontractor, Consultant, Supplier, Manufacturer, Hauler)

Pages(s) _____ of _____

(1a) Report No.
(1b) Report Period 20 Oct. - Dec ☐ Jan - Mar ☒ Apr - Jun ☐ Jul - Sept ☐

(2a) Federally Funded ☐ Federally Funded Local Govt. ☒
(2b) Contractor/Subcontractor Timmons Group, Inc.
(2c) Contract ID No. N / A
(2d) Date of Execution N / A
(2e) District N / A

(3) Vendor Name	(4) Tax I.D.	(5) Certification Type – Must Specify DBE, SWaM, or Non-DBE/SWaM	(6) Payments to Vendors	
			(6a) This Quarter	(6b) To Date
Dovetail Cultural Resources	#20-5983365	DBE & SWaM	$0.00	$27,602.64
On Point Transportation PR	#26-2497035	DBE & SWaM	$0.00	$0.00
HMMH	#04-2737079	DBE & SWaM	$0.00	$10,510.14
H&B Surveying & Mapping	#26-4776225	DBE & SWaM	$9,570	$142,151.40
ONE Environmental	#38-3865586	SWaM	$70,250	$165,212.50
Downey & Scott	#54-1965567	SWaM	$0.00	$5,217.20
Peggy Malone & Assoc.	#59-3689184	Non-DBE/SWaM	$10,331.00	$36,419.83

All amounts paid to all Vendors are to be reported and submitted according to the quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.
Signature and Title of Company Official Tim Klabunde Date 3/10/2022
Print Name and Phone Number of Individual Completing Report Tim Klabunde, FCPSM – Principal / 804.200.6500

VDOT TITLE VI EVALUATION FORM

This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT's contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.

VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.

Name of Preparer: **Shannon Hayes**	Preparer's Title: **Director of HR**
Phone #: **804-200-6341**	Email Address: **Shannon.Hayes@timmons.com**
Name of Organization: **Timmons Group**	Address of Organization: **1001 Boulders Parkway, Suite 300, Richmond, VA 23225**
Address of Virginia location where project will be done: **Boulders**	
Type of Contractor/Organization: ☑ Private Organization ☐ Supplier ☐ Governmental Agency ☐ Other	

Workforce for Virginia Location(s)

Total	% Minority	% Female
469	**10%**	**22%**

Business Ownership/Control ☐ Minority ☐ Female	☐ DBE Certified ☐ SWaM Certified

Does your organization currently have contracts or subcontracts with VDOT?

☑ Yes ☐ No

What is your organization's most recent date of Title VI approval? **04/03/2019**

Status of Project(s): **Timmons Group currently has no contracts with VDOT as a prime consultant. We are currently a subconsultant on multiple contracts with various VDOT divisions.**	Value of current Contract(s): **N/A**

What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services? **Timmons Group has filed a Title VI Nondiscrimination Policy effective (August 1, 2012). See attached policy copy.**	

Virginia Workforce

CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

Employment at this establishment – Report all permanent full and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Sir. Level Officials & Managers (1.1)			36			1			2						39
First/Mid-Level Officials & Managers (1.2)			63	1				1	10						75
Professionals (2)	4	2	120	3		8		3	42	1		3		3	189
Technicians (3)	3	1	109	6		1		1	14				1		136
Sales Workers (4)															
Administrative Support Workers (5)		1	3			1			21	3				1	30
Craft Workers (6)															
Operatives (7)															
Laborers & Helpers (8)															
Service Workers (9)															
TOTAL (10)	7	4	331	10		11		5	89	4		3	1	4	469
PREVIOUS YEAR TOTAL (11)	2	4	277	6		9	2	4	67	5	2	7	1	1	387

Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?
   Civil Engineering, Surveying, Environmental and Technology Services

2. Identify the person responsible for the administration of Title VI polices and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information. **Shannon Hayes, Director of HR, 804-200-6341, Shannon.hayes@timmons.com**

Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware. **Shannon Hayes our HR Director is our Title VI and VII Coordinator. Shannon is PHR certified through SHRM and attends annual legal updates regarding changes to Title VI, Executive Order 11246, Title VII and other employment legal issues. New employees are made aware of Title VI through our intranet. All staff working on federally funded projects are updated on Title VI provisions during project updates. 2020 training conducted: 1. Diversity and Similarities Training with Yedda Stancil to our ownership team in March 2020. (attendance attached) 2. Managing in Challenging Times with a segment on Diversity, Inclusion, and Unconscious Bias for our leadership team in October 29, 2020 with consultant Bob Kelleher. 3. Title VI Training with Managers, September 2020. 4. Annual state of the firm diversity presentation with Title VI information for all employees at company meeting in October 2020.**

2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment? *** Please note N/A is not an acceptable response, please provide a complete answer**

Timmons Group does not discriminate against any person on the ground of race, color or national origin. In addition, Timmons Group complies with the regulations of Title VI and other nondiscriminatory laws in employment and contract procurement in every location in which Timmons Group practices. This policy applies to all contract procurements. Because we are a professional services firm, we also base our subcontractor selections on qualifications/skills needed. We use DBE contractors when qualified to meet our DBE participation goals. Timmons Group provides the following notice to all subconsultants via the Vendor Letter attached: We encourage qualified minority businesses to provide us with

their qualifications pursuant to any active solicitation. Minority businesses will be afforded full opportunity to submit bids in response to an invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In the same letter, Timmons Group provides an EEO notification, but has clearly labeled and separated both notices to avoid confusion. Our initial letter was sent to all subconsultants February 8, 2012 via mail and from that point forward as each subconsultant is set up as a vendor this letter is mailed through accounting. We retained a copy of the mail merge including all 577 vendors this went to in our initial mailing. In addition, we send this Vendor Letter every January to all active vendors in our system. On January 18, 2021, a refresh vendor letter was sent to all 878 Vendors paid in 2020. Effective October 29, 2014 Timmons Group began sending this Vendor Letter to all potential vendors prior to obtaining commitment letters for any specific VDOT projects and/or task assignments through our marketing department. During the reporting period April 2019 to January 2021, some notices were not provided to some firms prior to selection. Timmons Group has assigned a Title VI coordinator to facilitate this going forward, ensuring compliance on all submissions in the future. Timmons Group submitted four (4) proposals to VDOT as a prime during the reporting period for *Limited Term Contract for On-Call Professional Traffic Engineering Services for Central District Operations, Route 58 – Lovers Leap Project Support Services, Route 707 Replace Bridge, and Statewide Maintenance Consulting Services.* We included the referenced notice in our contact with potential subconsultants. Additionally, Timmons Group has submitted on five (5) proposals as a prime that would potentially receive federal funding. Of those proposals all had subconsultants that received referenced notice in our contact. The vendor letter has been revised as of 2021 and the new version will be used moving forward. We have attached a copy of the revised letter dated January 1, 2021.

3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations? *** Please note N/A is not an acceptable response, please provide a complete answer**

Timmons Group's standard subconsultant agreement provides such provisions regarding expectations for Title VI for both us and the subcontractor. Effective January 2017 our subconsultant agreement was amended to include the USDOT 1050.2A Appendixes A & E (see attached). No new subconsultant agreements for VDOT contracts were initiated by Timmons Group from April 2019 through January 2021 because we had no active prime contracts.

4. Are facilities and meeting areas fully accessible to persons with disabilities? **Yes, all Timmons Group offices and facilities are up to ADA code. Facilities for public meetings would be selected or approved by VDOT and meet all accessibility standards.**

5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain. *** Please note N/A is not an acceptable response, please provide a complete answer**

All Timmons Group facilities are ADA compliant. When dealing with the public as a consultant to VDOT, we would seek out meeting locations that are similarly accessible. If that is not possible, we would work with our client to make reasonable accommodations for the public.

On VDOT (or other Federally-funded) projects, we would include a statement such as the following in our advertisements and meeting materials:

> **VDOT ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, please contact VDOT's Civil Rights Division (800) 367-7623 or TDD/TTY 711.**

Timmons Group currently has displayed on its website on the contact us page the following tagline: All Timmons Group facilities are ADA compliant. Timmons Group ensures nondiscrimination in all programs and activities. If you need more information or special assistance for persons with disabilities or limited English proficiency, please contact Shannon Hayes at 804-200-6500. See attached print screen.

6. How are limited English proficient persons made aware that they can receive translation services for access to services? *** Please note N/A is not an acceptable response, please provide a complete answer**

On VDOT (or other Federally-funded) projects, we would include a statement such as the one described above in our advertisements and meeting materials. If we are made aware of special assistance needed for Limited English Speakers in advance, we can arrange for a translator to be present. Typically, we use resources available from a local community college. For walk-ins, or other short-notice needs, we would access AT&T's Language Line at 1-800-874-9426. Timmons Group currently has displayed on its website on the contact us page the following tagline: All Timmons Group facilities are ADA compliant. Timmons Group ensures nondiscrimination in all programs and activities. If you need more information or special assistance for persons with disabilities or limited English proficiency, please contact Shannon Hayes at 804-200-6500. See attached print screen.

7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings? **No**

8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity? **No.**

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report. **None.**

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period?

   ☐ Yes ☑ No

   If yes, provide the following:

   - The DBE's name and amount awarded **Click here to enter text.**
   - Total # of contracts awarded to DBEs **Click here to enter text.**
   - Total dollar amount of contracts awarded to DBEs

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature:

Shannon L Hayes HR Director 05/03/2021

(Authorized Officer) (Title) (Date)

For Office Use Only:

Provide award? Yes _____ No _____

Recommendations:

_____

_____

_____

_____

_____

TIMMONS GROUP

CONTACT FORM

WE'RE AVAILABLE TO ANSWER YOUR QUESTIONS

We want to hear from you! Please provide us with your information and a Timmons Group representative will contact you as soon as possible.

If you need immediate assistance, you can contact us directly by calling 804.200.6500 or toll free 800.588.7341.

All Timmons Group facilities are ADA compliant. Timmons Group ensures nondiscrimination in all programs and activities. If you need more information or special assistance for persons with disabilities or limited English proficiency, please contact Shannon Hayes at 804-200-6500.

SEND US AN EMAIL:

Choose a subject:*

Choose...

First Name:* Last Name:*

TIMMONS GROUP

* Required Fields

Phone: (804) 200-6500
Toll Free: (800) 588-7341

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old version

TIMMONS GROUP

1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

January 11, 2021

To Whom it May Concern,

Timmons Group is committed to fulfilling its role as an equal opportunity employer. We request your vigorous support in our affirmative action efforts as it relates to providing employment opportunity for minority groups, women, persons with disabilities, Vietnam era or other protected veteran. We do not discriminate against any consultant, vendor, supplier, sub consultant, employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, or status as a qualified individual with a disability or protected veteran.

Our utilization of any vendor is predicated upon their full compliance with our equal employment opportunity policy. Whenever possible, we ask that you be diligent in recruiting qualified minorities, women, persons with disabilities, and other protected veterans, for job openings listed with your firm.

We encourage qualified minority businesses to provide us with their qualifications pursuant to any active solicitation. Minority businesses will be afforded full opportunity to submit bids in response to an invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Thank you for your cooperation.

Sincerely,

Shannon Hayes
Director of Human Resources

TIMMONS GROUP

1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

January 1, 2021

To Whom it May Concern,

As a teaming partner of our firm we affirm Timmons Groups position related to Title VI and EEO compliance.

Title VI Compliance

We encourage qualified minority businesses to provide us with their qualifications pursuant to any active solicitation. Minority businesses will be afforded full opportunity to submit bids in response to an invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

EEO Compliance

Timmons Group is committed to fulfilling its role as an equal opportunity employer. We request your vigorous support in our affirmative action efforts as it relates to providing employment opportunity for minority groups, women, persons with disabilities, Vietnam era or other protected veteran. We do not discriminate against any consultant, vendor, supplier, sub consultant, employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, or status as a qualified individual with a disability or protected veteran.

Our utilization of any vendor is predicated upon their full compliance with our equal employment opportunity policy. Whenever possible, we ask that you be diligent in recruiting qualified minorities, women, persons with disabilities, and other protected veterans, for job openings listed with your firm.

Thank you for your cooperation.

Sincerely,

Shannon Hayes
Director of Human Resources

TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Standard Subconsultant Agreement

This Subconsultant Agreement (the "Agreement") is made this _____ day of _____, _____ between Timmons Group, a Virginia corporation ("Timmons Group") and _____ ("Subconsultant") (collectively, the "Parties"). Timmons Group has entered into an agreement with a Project Owner "Owner" for the furnishing of professional services (the "Project") and desires to engage the Subconsultant to perform certain services. Accordingly, the Parties agree as follows:

1. Scope of Services: Subconsultant will provide professional services (the "Services") to Timmons Group consisting of the items set forth in this Agreement, including the Task Order attached as Exhibit A, which is hereby incorporated herein. Timmons Group may, by written change order only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Scope of Services. The Subconsultant will not proceed with any changes unless notified to proceed in writing by Timmons Group.

2. Standard of Service: Subconsultant shall provide the Services set forth in this Agreement consistent with the professional skill and care ordinarily provided by other professionals performing the same services in the same or similar locality under the same or similar circumstances. Subconsultant shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Subconsultant will correct any Services not meeting this standard ("Deficient Services") without additional compensation. If such Deficient Services are not corrected in a timely manner, Timmons Group may cause the Deficient Services to be corrected and deduct all costs incurred by Timmons Group from Subconsultant's compensation.

Subconsultant agrees to assume toward Timmons Group all the obligations and responsibilities, including the responsibility for safety of the Subconsultant's Services, which Timmons Group, by any contract documents, assumes toward the Owner of any project. Subconsultant must also bind all lower tier subcontractors to the provisions of this Agreement. The Parties expressly recognize and agree that neither this Agreement nor any Task Order creates or will create a contractual relationship between Timmons Group or Owner and any of Subconsultant's subcontractors.

3. Schedule: The Project Schedule for performance of the Services is set forth in Exhibit A. Subconsultant agrees to complete the Services under this Agreement in accordance with the timeframes and schedules set forth in this Agreement and to which the Parties may later agree in writing. Subconsultant must, upon written notice from Timmons Group, suspend, delay or interrupt all or a part of its delivery of Services. In such event, the Subconsultant will resume the delivery of Services upon written notice from Timmons Group, and an appropriate extension of time will be mutually agreed upon in writing and added to the Subconsultant's time of performance.

3.1 Extensions of Time: If Subconsultant is delayed in the progress of the Services by any act or neglect of the Owner, Timmons Group, or by any separate subcontractor employed by Timmons Group, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, then Timmons Group and Subconsultant may, if necessary, agree in writing upon a reasonable extension of time. Delays in delivery of equipment or material purchased by Subconsultant or those for whom it is responsible will not be considered as a just cause for delay, and Subconsultant will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

4. Compensation: Timmons Group agrees to pay Subconsultant a fee as set forth in Exhibit A. In no event shall Subconsultant's fee exceed the amount set forth in the Agreement without the prior written consent of Timmons Group and Owner. Payments shall be due within thirty (30) days from receipt of payment by Timmons Group from Owner, less any retainage by the Owner or specified elsewhere in this Agreement. It shall be a condition precedent to Timmons Group's obligation to pay the Subconsultant any amount under this Agreement that Timmons Group shall

have first receive payment from the Owner, both as to progress and final payments. In no event shall Subconsultant's fee exceed the amount set forth in Exhibit A without the prior written consent of Timmons Group and Owner. Invoices must be prepared in such form and supported by such documentation as Timmons Group or Owner may reasonably require, including, but not limited to, lien waivers or other certifications that the property is free and clear of liens.

5. **Supervision:** Subconsultant shall enforce strict discipline and good order among its employees and other persons performing the Services. Subconsultant will not permit employment of unfit persons or persons not properly skilled in tasks assigned to them nor will Subconsultant allow any persons to whom Timmons Group or Owner has made reasonable objection to perform Services under this Agreement. If requested by Timmons Group, Subconsultant must provide a list of all proposed employees, including a designated project manager, within ten (10) days for Timmons Group's approval.

6. **Access:** Subconsultant shall coordinate with Timmons Group regarding arrangements to enter and perform Services on each Project site. Subconsultant will conduct all Services in a safe manner and in accordance with all applicable laws, ordinances and regulations governing each Project. Subconsultant agrees to keep all work areas free from accumulation of waste materials, dirt, rubbish and debris caused by its operation, and shall comply with all directions of Timmons Group, Owner, or any inspector having authority regarding such clean up. If Subconsultant fails to fulfill this obligation, Timmons Group may, without notice, perform such work and charge the cost or a proportionate share thereof to Subconsultant.

7. **Representations and Warranties by Subconsultant:** Subconsultant hereby represents and warrants the following to Timmons Group, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of any Services: (i) that it is financially solvent, able to pay all debts as they mature, and possesses sufficient working capital to complete the Services and perform all obligations hereunder; (ii) that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Services and perform its obligations hereunder; (iii) that it is authorized to do business in the locality or location where the Services are performed and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Services and the Project; and (iv) that its execution of this Agreement and its performance thereof is within its duly authorized powers.

8. **Licenses:** Prior to commencing any Services on any Project, Subconsultant shall provide to Timmons Group, upon request, a copy of any license referenced in Section 7(iii) above. At Timmons Group's discretion and upon its consent, Subconsultant may provide a license number in lieu of a copy of all applicable licenses. Subconsultant shall keep and maintain all such proper licenses at all times during its performance of Services for Timmons Group.

9. **Insurance:** Subconsultant agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:

a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. A waiver of subrogation in favor of Timmons Group and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy.

b. Employer's Liability - **$1,000,000** each accident/**$1,000,000** each disease-policy limit/**$1,000,000** each disease-each employee.

c. Commercial General Liability - **$1,000,000** per occurrence and **$2,000,000** aggregate limit and is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. A waiver of subrogation in favor of Timmons Group is required on the commercial general liability policy.

d. Automobile Liability - **$1,000,000** per accident. Coverage is to include hired, owned, non- owned, temporary, and leased vehicles.

e. Umbrella Liability Coverage- minimum coverage of **$1,000,000** or greater; must go over the underlying general liability, commercial auto and employer's liability

policies.

f. Professional (E&O) Liability Insurance: **$2,000,000** per claim and **$2,000,000** aggregate.

Certificates of Insurance shall be furnished to Timmons Group. Certificates shall evidence that such insurance is in full force and effect and provide that no such insurance may be cancelled without at least thirty (30) days' written notice by Subconsultant to Timmons Group. Duplicate policies shall also be furnished. With respect to insurances, except for professional liability insurance, Timmons Group and Owner shall be named as additional insureds.

10. Warranty: Subconsultant warrants to Timmons Group and the Owner that all materials and equipment furnished shall be new unless otherwise specified, and that all Services provided shall be of good quality, free from faults and defects and in conformance with this Agreement and any and all other applicable contract documents. Subconsultant shall at its sole cost, inspect the Services in place upon the request of Owner or Timmons Group and shall promptly replace defective materials, workmanship and equipment and re-execute defective work as required by Timmons Group under this Agreement. If within one (1) year from the date of substantial completion of any project, or such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the contract documents, any of the Services are found to be defective or not in accordance with the contract documents, Subconsultant shall, at its sole cost, correct it and any other work affected thereby promptly after receipt of a written notice from Timmons Group to do so. This one-year time period for correction by Subconsultant is in addition to, and not in lieu of, any and all warranties that exist at common law or by statute. These warranty obligations shall survive termination of this Agreement.

11. Termination

11.1 Termination for Convenience: Timmons Group may terminate all or part of this Agreement for Timmons Group's convenience and without cause upon written notice to Subconsultant. In such event, Subconsultant shall be compensated for Services properly performed prior to termination and reasonable termination expenses as determined by Timmons Group, which amounts shall not include lost profits or overhead.

11.2 Termination for Cause: Timmons Group may terminate all or part of this Agreement for cause upon the occurrence of any of the following conditions and Subconsultant's failure to remedy such condition within seven (7) days after receipt of written notice from Timmons Group: (i) Subconsultant fails to perform any provisions of this Agreement; (ii) Subconsultant acts in any manner that jeopardizes completion of the Services or the Project or performance of the Agreement, such as violating any law applicable to the Services or repeatedly failing to provide enough labor or materials; or (iii) Subconsultant becomes financially or legally incapable of completing the Services. In the event of termination for cause Subconsultant will only be entitled to compensation for services properly performed prior to termination. If after termination for cause it is determined that none of the foregoing conditions existed, the termination will be treated as if it were a termination for convenience.

11.3 In any event of termination, Subconsultant will immediately provide to Timmons Group legible copies of all completed or partially completed work products and instruments of service including, but not limited to, computer programs, program documentation, user documentation, studies, reports, proposals, and other project-related documents.

12. Indemnification: To the fullest extent permitted by law, Subconsultant will indemnify Timmons Group against, and hold Timmons Group harmless from, any and all claims, demands, actions, losses, damages, lawsuits, proceedings, judgments, awards, and/or liability of any kind (including attorneys' fees, expert witness fees, court reporter fees, and disbursements actually incurred) to the extent arising directly or indirectly, in whole or in part, from breach of this Agreement or negligent performance by Subconsultant or others for whom Subconsultant is legally liable. Subconsultant shall have no obligation to indemnify Timmons Group for its own negligence. The provisions of this paragraph shall survive termination of this Agreement.

13. Dispute Resolution: In the event of a dispute between the parties arising from this Agreement, the Parties agree to litigation in a court of competent jurisdiction where the Project is located. If a jurisdiction cannot be mutually agreed upon by the Parties, the Agreement shall be governed by the laws of the Commonwealth of Virginia,

without regard to Virginia's conflict of laws provisions. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including its attorneys' fees, court reporter fees, and expert witness fees, in such action or proceeding in such amount as the court may adjudge reasonable. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE TRIAL BY JURY OF ANY ACTION ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

14. **Time Limits on Claims:** Claims made by the Subconsultant must be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the Subconsultant first recognizes the condition giving rise to the Claim, whichever is later, provided, however, that the Subconsultant shall use its best efforts to furnish the Owner and Timmons Group, as expeditiously as possible, with notice of any Claim, including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall work with Timmons Group, the Owner, and party against whom the Claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse conditions arising out of the condition that is the cause of such a Claim. Claims made by the Subconsultant must be initiated by written notice to Timmons Group.

15. **Assignment:** This Agreement will be binding upon the parties hereto and their respective successors and assigns. Subconsultant may not assign all or part of this Agreement without the express written consent of Timmons Group.

16. **Notices:** All notices or communications required to be given by Subconsultant to Timmons Group or Owner under this Agreement must be made in writing, and delivered to Timmons Group at 1001 Boulders Parkway, Suite 300, Richmond, VA 23225 and through e-mail to the Project Manager at their Timmons Group e-mail.

17. **Instruments of Service:** All documents, including, but not limited to, design and construction drawings, specifications and plans prepared by Subconsultant, are Instruments of Service pursuant to this Agreement and become the property of Owner upon payment for the same. One such copy of all such documents, however, may be retained by Subconsultant for record purposes.

18. **Proprietary Information:** Except when otherwise authorized in writing by Timmons Group, all computer programs, documentation, drawings, specifications, technical data, digital data, and other information furnished to Subconsultant by Timmons Group or Owner or developed by Subconsultant or others in connection with the performance of Services are, and will remain, the property of Timmons Group or Owner and may not be copied, reproduced, disclosed or used in any way except in connection with the delivery of Services under this Agreement.

19. **Records:** Subconsultant must maintain all documents containing information required in the performance of the Services under any Task Order, including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of the Services. Subconsultant must provide copies of these records to Timmons Group upon request. Subconsultant must also maintain accounting records substantiating all invoiced amounts for a period of three (3) years after any Project and make such records available upon request by Timmons Group.

Subconsultant must deliver one legible and machine-readable copy of all application programs; documentation; laboratory, field or other notes; log book pages; technical data, computations, or designs; and all other instruments of service prepared under the terms of this Agreement or any Task Order at the end of each Project.

20. **Compliance with Applicable Federal Law:** To the extent applicable hereto, Subconsultant will in the performance of this Agreement comply with the Walsh-Healey Public Contracts Act (41 U.S.C. § 6501, et seq.); the Contract Work Hours and Safety Standards Act – Overtime Compensation (40 U.S.C. § 3701, et seq.); the Service Contract Labor Standards (41 U.S.C. § 6701, et seq.; the Davis-Bacon Act (40 U.S.C. § 3141, et seq.); the Minimum Wage for Contractors (Executive Order 13658); Section 503 of the Rehabilitation Act of 1973 (40 U.S.C. §§60-740, et seq.); the Vietnam Veterans' Readjustment Assistance Act (38 U.S.C. § 4211, et seq.); and all other applicable federal, state, and local employment laws and all regulations and orders issued under any applicable law.

This Agreement specifically incorporates by reference the following clauses:

(1) The Equal Employment Opportunity clause in Section 202 of Executive Order ("E.O.") 11246, as amended, and the implementing rules and regulations (41 C.F.R. Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O. Where the clause states "Contractor," this small mean Subconsultant.

(2) The Affirmative Action for Handicapped Worker clause in 48 C.F.R. §52.222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference. Where the clause states "Contractor," this small mean Subconsultant.

(3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of 48 C.F.R. 52.222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference. Where the clause states "Contractor," this small mean Subconsultant.

(4) The Subconsultant shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed pursuant to 49 C.F.R. Part 21 such that no person shall be excluded because of race, color, gender, or natural origin from participation in, or be denied the benefits, of any program or activity for which federal financial assistance is received. The Subconsultant shall also comply with the provisions of USDOT 1050.2A Appendix A and E (attached for reference).

To the extent applicable hereto, SUBCONSULTANT will in the performance of this Agreement comply with Federal Acquisition Regulations regarding the Small Business Subcontracting Program, 48 C.F.R. § 19.701, *et seq*.

21. **Miscellaneous:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. This Agreement represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.

IN WITNESS WHEREOF, Owner and Subconsultant have caused their duly authorized representatives to execute this Agreement as of the date first above written.

SUBCONSULTANT	**TIMMONS GROUP**
By_____	By_____
Name_____	Name_____
Title_____	Title_____
Date_____	Date_____

USDOT 1050.2A
APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the Virginia Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

USDOT 1050.2A
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §
  4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
  And resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

TIMMONS GROUP

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It is the policy of Timmons Group to comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities, that include regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations (CFR) and the Federal Highway Administration's Title 23 Code of Federal Regulations 200. Timmons Group does not discriminate against any person on the ground of race, color or national origin.

In addition to Title VI, Timmons Group will not discriminate under other statutes that afford legal protection on the basis of sex, age or disability. Timmons Group will not discriminate in the selection or retention of subconsultants, including procurements of materials and leases of equipment. Timmons Group will not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Part 21.5.

In all solicitations, either by competitive bidding or negotiation made by Timmons Group for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin. . Timmons Group will include the necessary nondiscrimination provisions in every subcontract; including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Timmons Group ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact Shannon Hayes at 804-200-6500. Persons with hearing-and speech-impairments can contact Timmons Group by using the Virginia Relay Service, a toll-free telecommunication device for the deaf (TDD). Call 711 for TTY/TDD.