

Loudoun County, Virginia

REQUEST FOR PROPOSAL

**CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ROUND
HILL TO FRANKLIN PARK TRAIL AND MAIN STREET PROJECT**

ACCEPTANCE DATE: Prior to 4:00 p.m. January 31, 2019 “Atomic Time”

RFP NUMBER: RFQ 12761

ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 4

REQUEST FOR PROPOSAL

CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ROUND HILL TO FRANKLIN PARK TRAIL AND MAIN STREET PROJECT

SECTION/TITLE

PAGE

1.0 PURPOSE

In February 2001, Loudoun County entered into an agreement with VDOT to design, acquire right-of-way, and construct a pedestrian and bicycle trail from Round Hill to

inspection experience. Offerors shall provide with their proposals copies of these certifications for the staff proposed for this work.

- 4.4 Offeror's Construction Manager ("CM") shall possess a Bachelor of Science in Civil Engineering, Construction Management, or other related curricula and have 10 years of experience in the management of roadway construction projects. **Recognition as a Certified Construction Manager through the Construction Management Association of America (CMAA) or similar Construction Manager Certification is preferred.**
- 4.5 Debarment: By signing and submitting a proposal, offerors are certifying that they are not currently debarred by any local or state government or the Federal Government. Offerors shall provide in their proposal, documentation related to all debarments that occurred within the last ten (10) years. Complete and include with your proposal Attachment 2, Certification Regarding Debarment from the offeror and all Sub-consultants identified in the offerors proposal.

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All requirements for inspection, materials testing, engineering, and construction management shall follow criteria as set forth in the VDOT Materials Division Manual of Instructions and the Test Methods Manual. Acceptance procedures shall meet VDOT standards and 23 CFR 637. Inspection procedures, requirements, and documentation shall comply with the VDOT Inspection Manual, March 2018. The estimated duration of CEI Services is eighteen (18) months.

5.1 Consultant Responsibilities:

- A. Full time on-site inspection, project administrative, and engineering duties and related work, to include overtime rates greater than forty (40) hours per week. The County will provide a County Construction Manager to oversee all related construction engineering, administration, and coordination with the County, the Consultant (CEI Firm), VDOT/FHWA, the Engineer, the Construction Contractor, and all other agencies or citizens concerned. In addition, the County will provide a part-time field technician to monitor CEI inspection staff, the Construction Contractor's daily activities, and to prepare daily reports based on observations while on site.
- B. The Project staffing by the Consultant is presently anticipated to include at a minimum the following personnel:
- Construction Manager;
 - Senior Inspector;
 - full time on site Construction Inspectors; and
 - Additional staff as needed to provide all administrative and clerical support.
- C. In addition to the construction administration and quality assurance/control of all construction related activities, the Consultant shall perform and record all on-site materials testing, to include compressive stress tests for concrete field cylinders and other laboratory required testing. If a separate sub-consultant

is used for materials testing, the Consultant shall provide all necessary coordination, scheduling, and all other support as necessary to ensure the correct frequency, locations, documentation, and type of testing required for all aspects of the project.

- D. A Project field office/trailer will be provided by the Construction Contractor in accordance with the specifications and contract. Computers with internet service, transportation, applicable computer software, cellular phone and all other necessary equipment and supplies shall be provided by the Consultant.

5.2 Requirements of the Consultant. It shall be the responsibility of the Consultant staff to monitor and inspect the work of the Construction Contractor such that the Project is constructed in conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Construction Contractor's work to determine the progress and quality of work. Identify discrepancies and report discrepancies to the County and the Construction Contractor so that the Construction Contractor can correct such observed discrepancies. Assigned inspectors are to inform the County Construction Manager of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor.

5.3 On-site Inspection. Monitor the Construction Contractor's on-site construction activities and inspect materials to be used in the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the Project is constructed in conformity with such documents. Maintain detailed accurate records of the Construction Contractor's daily operations and of significant events that affect the work. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's and VDOT's procedures. Construction Contractor employees performing such services shall be qualified in accordance with County and VDOT procedures. The Consultant shall inspect and verify these qualifications. Personnel identified in the Consultant's technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed for demonstrating unprofessional, unworkmanlike behavior, or lack of experience shall be replaced by the Consultant w

used for acceptance/rejection of materials will need evidence of calibration as recommended by the manufacturer. All hand tools necessary for inspection services shall also be supplied by the

Reviews the performance of assistant inspectors daily advising of necessary corrective actions to ensure teamwork, partnering and project success. Answers questions from assistant inspectors and the Contractor concerning contract requirements and application. Reviews and/or prepares daily reports for preparation of entries to the project diary, as-built plans, materials books, and work books. Prepares and checks construction project construction reports and monthly project estimates. Makes necessary correction and forwards them to the Construction Contractor and County Construction Manager.

Performs occasionally any and all duties of an assistant inspector when required by volume of work. Is proficient in the use of routine survey equipment and is able to check grades, verify stakeouts (grading, and bridge stakeouts). Is able to read and interpret highway construction plans and specifications.

Performs detailed constructability review of any change orders

In addition to the duties noted for Construction Inspector, the Construction Inspector Senior monitors Construction Contractor's operations to ensure compliance with contract terms and specifications. Independently coordinates and directs all phases of construction inspection of projects,

Construction Inspector Senior Knowledge, Skills and Abilities. The Construction Inspector Senior is expected to have six (6) years of experience including knowledge of roadway, structure, and bridge construction methods, materials, standards and specifications. Working knowledge of state and federal safety, environment, and EEO/DBE guidelines and regulations; and of mathematics including algebra, geometry, and trigonometry. Working skill in operating computer equipment, software programs (including but not

to properly document materials in the

Do not include cost information in your proposal. This information will be requested from the top ranked offerors.

Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your proposal response.

Do not include proposed modifications to the terms and conditions contained in this RFP, in your proposal.

Proposals should be tabbed and use doubled sided print.

- A. Signature Page (Page 38 & 39)
- B. Documents: Include required documents but not limited to:
 - Attachment 2, Debarment Certification for Prime Consultant and all Sub-consultants.
 - Attachment 3, Firm Data Sheet
 - Proof of Authority to Transact Business Form (Page 40)
 - W-9, insurance certificate;
 - Addendum
 - “How did you Hear” form (Page 41).
- C. Table of Contents
- D. Transmittal letter on the offerors letterhead that identifies:
 - The name of the offeror’s firm submitting the proposal, main office address and identify whether the offeror will be structured as a Corporation, Limited Liability Company, General Partnership, Joint Venture, Limited partnership or other form of organization. Include a overall statement on the offerors experience providing CEI Services similar to the requirement of this RFP
- E. Project Management and Technical Expertise
(This is the offeror’s Minimum Qualifications Response to RFP: Section 4.1)
Include as a minimum:
 - 1.

the design Include the names and contact information of project managers and designers and general contractors

Provide information on delivery of these projects on time and

Construction Manager that are comparable to the requirements contained in Section 5.0, Scope of Services. Portfolio is a list of projects, separate from the resume, demonstrating the Construction Manager's experience on managing projects

1. Top Ranked Offeror shall separate their cost proposal into separate sections: the Round Hill to Franklin Park Trail section and the Main Street section.
 2. The Top Ranked Offeror shall submit a cost proposal for the prime consultant and all sub-consultants that meets the requirements of Attachment 8 to this RFP; Chapter 11 of the VDOT Local Assistance projects (LAP) Manual, Appendix C - VDOT Assurance And Compliance Office (ACO) Pre-Award Evaluation Checklist. Prime Consultant shall be required to respond to ACO Pre-Award Evaluation comments and resolve to the satisfaction of VDOT ACO and the County. This RFP includes a 12% Disadvantaged Business Enterprises (DBE) goal as defined in 49 CFR Part 26. Refer to Attachment 6 – Mandatory Federal-Aid Professional Services RFP Provisions for additional information on DBE requirements.
 3. All firms submitting cost proposals 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 firms selected for contract award must submit their FAR audit data to the County of Loudoun within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by the County of Loudoun and the next most qualified team invited to submit a proposal.
- D. The County of Loudoun assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for the Project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the County. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
- E. If a contract containing both terms and conditions acceptable to the County and rates considered fair and reasonable by the County cannot be negotiated, negotiations shall be terminated and negotiations will be conducted with the next-ranked offeror, and so on. The PAG will conduct all subsequent

- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date identified on the cover of the RFP. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by

7.16

of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Consultant shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Consultant from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Consultant's nonperformance shall be deducted from the balance as payment.

8.3 County Reserved Rights

The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Open-End Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the Project, and any and all other factors as may be pertinent to the Project and for the convenience of the County.

8.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Consultant must identify a substitute that will meet the County's criteria for approval.

8.5 Business, Professional, and Occupational License Requirement

All firms or individuals doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

8.6 Payment of Taxes

All Consultants located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

8.7 Insurance

A.

action, omission, commission or operation under the Contract.

B. The Consultant and all subconsultants shall, during the continuance of the work under the Contract, provide the following:

1. Workers' Compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.
4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.

C. The Consultant agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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4. Professional Liability:

Per Occurrence:	\$1,000,000
General Aggregate:	\$1,000,000

D. The following provisions shall be agreed to by the Consultant:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Consultant must either:

a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting rt673(a)6(n)-3(d)

- b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
- c.

Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

8.9 Safety

All Consultants and sub-consultants performing services for the County of Loudoun are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.10 Notice of Required Disability Legislation Compliance *

The County is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

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

8.11 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts

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Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.16 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Consultant shall not charge the

allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each sub-consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-consultant.

The Consultant's obligation to pay an interest charge to a sub-consultant pursuant to this provision may not be construed to be an obligation of the County.

8.19 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or sub-consultant unless the County agrees to the substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

8.20 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

8.21 Termination

Subject to the provisions below, the Contract may be terminated by the County upon

obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Consultant has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Consultant due to an event of force majeure.

8.36 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

8.37 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

8.38 Audits:

A. The Consultant shall maintain books, records and documents of all costs and data in support of the services provided.

at all reasonable times at the office of the Consultant but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

- D. Loudoun County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Consultant shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subconsultants in their subcontracts, for any portion of the work.
- E. Should the Consultant fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Loudoun County's rights hereunder, the Consultant shall be liable to Loudoun

Loudoun County, Virginia

Department of Finance and Procurement
One Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ROUND HILL TO FRANKLIN PARK TRAIL AND MAIN STREET PROJECT

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined in Request for Proposal RFQ 12761

I understand that the omission of any items listed v6(q)16(u)16(e)6(s)10(t)180 1 240.41 39m.Tm[:):8(TqQ EM

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email: _____

Name and title of person authorized to bind the offeror (7.6):

Name: _____ Title: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and that your Firm is not currently Debarred by a local or state government or the Federal Government.

RFQ 12761

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?