



KING GEORGE COUNTY, VIRGINIA

REQUEST FOR PROPOSAL

ISSUE DATE: 07/08/2009

RFP # 07312009-1400

TITLE: KING GEORGE HIGH SCHOOL SPORTS STADIUM

Sealed Proposals will be received until **July 31, 2009 at 2:00 PM** for furnishing the services described herein. Late, facsimile and/or electronic proposals will **not** be accepted. All inquiries must be directed to:

Kelly S. Dixon, CPPO, CPPB – Procurement Manager

Phone: (540) 775-8575

Fax: (540) 775-7692

E-Mail: kdixon@co.kinggeorge.state.va.us

PROPOSALS SHALL BE DELIVERED TO:

**King George County Procurement Manager
10459 Courthouse Drive, Suite 201
King George, VA 22485
RFP # 07312009-1400**

King George County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

Name and Address of Firm/Individual Submitting Proposal:

_____	Date:	_____
_____	By:	_____
_____		Signature In Ink

		Print/Type
Telephone:	Fax:	_____
_____		_____
E-mail Address		_____

How did you hear about this RFP? ___ Newspaper (Which One? _____), ___ eVA, ___ KG Web Site, ___ Other (Explain _____)

Questions: All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above no later than 1:00 PM, July 20, 2009. Questions may be sent by fax or email.



**KING GEORGE COUNTY, VIRGINIA
REQUEST FOR PROPOSALS 07312009-1400
KING GEORGE HIGH SCHOOL SPORTS STADIUM
SECTION 1**

King George County, a political subdivision and body politic of the Commonwealth of Virginia, (“KGC”), desires to obtain proposals from qualified firms in accordance with terms and conditions contained herein.

This Request for Proposals (RFP) plus the resulting contract shall be consistent with and governed by the King George County Purchasing Ordinance and has been prepared in accordance with the Virginia Public Procurement Act.

This section of the RFP sets forth general information to all potential Offerors to assist in the preparation of proposals for the services identified herein. The proposal submission requirements are addressed in Section 2 of this RFP. KGC’s process for selecting the proposal most advantageous to KGC, and developing a contract, are summarized in Section 3. The requirements and processes set forth therein shall be binding on all Offerors.

1.1 PURPOSE OF THE REQUEST

KGC, desires to engage the services of a qualified architectural and/or engineering firm to provide professional services associated with the preparation of plans and contract documents for the construction of a football/soccer stadium at the new King George High School, as detailed in the Scope of Work. KGC intends to enter into a contract with the selected Offeror using its standard Professional Services Agreement. A sample Professional Services Agreement is attached to this Request for Proposals as Attachment A.

1.2 PRE-PROPOSAL MEETING

A pre-proposal meeting **will not** be held for this project.

1.3 SCOPE OF WORK

Project Description

The project includes professional and design services associated with the preparation of plans and contract documents for the construction of a football/soccer stadium at the new King George High School. A drawing of the high school site plan is provided as Attachment B.

The stadium at minimum shall incorporate the following requirements:

- Initial construction of 1,000 to 1,500 seats on the home side and 500 seats on the visitor side, with ability to expand on each side.
- Concession stand, ticket booths, and public toilet facilities.

- Possible future construction of male and female locker rooms.
- Field lighting.
- Press Box.
- Score Board.
- Flag Pole.
- Public address system (with consideration given to adjacent nursing home).
- Fencing.
- Irrigation system.
- Possible future construction of track around the playing field.

The scope of work for the project shall include, but not be limited to, the following tasks:

1. Program Phase:

- Review available information.
- Meet with County and other departments/agencies to solicit input on the project.
- Establish project constraints and design requirements, including:
 - support facilities;
 - type of construction;
 - site requirements, including preliminary site plan;
 - traffic and parking requirements;
 - water and wastewater requirements;
 - power and other utility requirements;
 - coordination/phasing (the existing school shall remain in full use during construction of the stadium);
- Prepare final program document to include project schedule and preliminary project budget
- Obtain County/Agency approvals.

2. Schematic Design Phase:

- Obtain building and site information, including site survey;
- Perform geotechnical investigations;
- Prepare and submit preliminary utility and site plans in accordance with County and applicable agency requirements;
- Prepare and submit preliminary schematic design plans;
- Prepare architectural rendition;
- Prepare preliminary cost estimate; and,
- Obtain County/Agency approvals.

3. Design Development Phase:

- Prepare and submit preliminary design drawings and specifications to County and applicable regulatory agencies;

- Prepare and submit final utility and site plan in accordance with County requirements;
 - Revise documents to address comments received from County and other agencies;
 - Prepare updated cost estimate; and,
 - Obtain County/Agency approvals.
4. Construction Documents Phase:
- Prepare and submit final drawings and specifications;
 - Revise documents to address comments received from County and other agencies;
 - Prepare final cost estimate; and,
 - Obtain approvals from County, regulatory agencies and utility companies.
5. Bid and Award Phase:
- Distribute bid documents;
 - Attend pre-bid meeting;
 - Answer questions and prepare addendum;
 - Review proposals for substitute materials/equipment; and,
 - Review bids and make recommendation for award of contract.
6. Construction Administration Phase (not included in initial professional services contract):
- Attend pre-construction meeting;
 - Review construction schedule;
 - Attend monthly construction meetings;
 - Make periodic visits to the project site;
 - Respond to RFIs;
 - Review shop drawings;
 - Evaluate substitute materials/equipment;
 - Review payment applications; and,
 - Review change order requests.
7. Project Closeout/Warranty (not included in initial professional services contract):
- Assist in preparation of punch list;
 - Perform final inspection and assist in obtaining occupancy permits;
 - Assist in startup of various building systems;
 - Coordinate submittal and approval of operation and maintenance manuals; and,
 - Coordinate submittal and approval of warranties.

1.3 QUALIFICATION REQUIREMENTS

Qualification requirements for the contract shall include the following:

1. Registered to perform architectural and engineering in the Commonwealth of Virginia with in-house drafting and design capabilities.

2. Thorough and extensive experience in the requirements for, programming of, and design of athletic facilities and sports stadiums.
3. Familiarity with Virginia High School League requirements.
4. Familiarity with County building code, ADA, and site plan requirements.
5. Familiarity with local, state and federal standards, and regulations applicable to this project.
6. Available resources to perform the work in a timely manner.

1.5 PROPOSAL/STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS

Interested Offerors shall submit five (5) copies of their Proposal (Statements of Interest and Qualifications) with one marked "Original". Proposals should be as thorough and detailed as possible so that King George County may properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be submitted on 8-1/2" x 11" paper, and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Each Offeror's proposal **shall be** organized in the sequence outlined in Section 2.7 of this RFP.

A letter from each proposed sub-contractor committing to work on the project team shall also be submitted with the proposal.

All proposals shall be signed by an officer or employee authorized to bind the Offeror/firm contractually.

Page 1 of this RFP must be completed and submitted with your proposal.

1.6 PROJECT SCHEDULE

Offeror shall include a proposed project schedule with his/her proposal. This will be a factor in the award decision.

1.7 QUESTIONS

Questions concerning general and/or technical details of the project, or this RFP, shall be submitted in writing (email, fax, USPS, or mail delivery service) to:

Kelly Shaklee Dixon, CPPO, CPPB - Purchasing Manager
King George County
10459 Courthouse Dr., Suite 201
King George, VA 22485
(540) 775-1657
(540) 775-7692 (fax)
Email: kdixon@co.kinggeorge.state.va.us

Potential Offerors are required to submit any and all questions in writing. Written responses, including the questions, will be provided to all Offerors via an official Addendum.

1.8 DECISION NOT TO RESPOND

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

Accordingly, if your firm elects not to submit a proposal, we ask that you return the RFP package with a statement as to why you are unable or unwilling to respond.

1.9 AWARD OF AGREEMENT

KGC, in its sole opinion, reserves the right to reject any and/or all proposals, to waive informalities and to negotiate an Agreement with the selected Offeror(s). KGC reserves the right, in its sole opinion, to reject any proposal it believes would not be in its best interest.

1.10 TERMINATION

Subject to the provisions below, the Contract may be terminated by KGC upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of KGC until said work or services are completed and accepted.

A. **Termination for Convenience**

KGC may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. **Termination for Cause**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

SECTION 2

PROPOSAL REQUIREMENTS

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

2.1 EFFECT OF PROPOSAL SUBMISSION

Submission of a proposal shall constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

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

2.2 DUE DATE AND COPIES RETURNED

Responses are due no later than, July 31, 2009 at 2:00 PM local prevailing time. Proposals must be received by the Purchasing Office prior to, or by the date/time noted above. KGC will not accept proposals after that date and time. Proposals received in the Purchasing Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.

It shall be the Offeror's responsibility to ensure his/her proposal has been received by the Purchasing Office on or before the deadline published above. KGC is not responsible for delays in the Postal service or other methods of delivery.

Offerors shall submit **five (5) copies** of their technical proposals with one marked "Original". Cost proposals will not be requested until the negotiations stage. Each copy of the proposal shall be bound or contained in a single volume where practical.

Offerors shall deliver sealed proposals to:

King George County
Attn: Procurement Manager
10459 Courthouse Dr, Suite 201
King George, VA 22485

No other proposal distributions by the Offeror shall be permitted.

2.3 CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Section 2.2-3100 et seq., Virginia Code, "the Virginia Conflicts of Interest Act". No member of the Board of Supervisors, Economic Development Authority, or any employee of KGC, or the spouse or any other relative who resides

in the same household as any of the foregoing, may be a or sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by 2.2-31-1, Virginia Code.

2.4 COLLUSION

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

2.5 OWNERSHIP

KGC requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

2.6 CONFIDENTIALITY

Proprietary information that is submitted must be clearly identified as such at the time of submission (The Virginia Freedom of Information Act (FOIA), § 2.2-3700 et. seq. of the Code of Virginia). A written request identifying the information to be protected shall accompany the proposal submission.

2.7 PROPOSAL FORMAT INSTRUCTIONS

KGC is not responsible for failure to locate, consider and evaluate qualification factors presented outside of the format identified below. Proposals that do not meet the KGC proposal submittal guidelines listed below may be excluded from the evaluation process.

KGC will utilize the evaluation process and selection criteria described in Section 3 of this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections:

- **Page 1 of this RFP**

Page 1 of this RFP must be completed and included with the proposal.

- **Cover Letter**

The cover letter shall confirm the Offeror's understanding of this RFP, and has a general understanding of the project. The cover letter shall also clearly identify the project the submission is for.

- **Experience**

The purpose of this section is to provide KGC with an overview of the Offeror's firm and also demonstrate the qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal shall:

- Designate a Project Manager and indicate office location.

- Include an organization chart that identifies the functional discipline, and responsibilities of project team members.
- Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-contractor, and professional license.
- Discuss the experience of the firm in completing similar projects on schedule and with established budgets.

Discuss the history of the proposed team's prior experience working together on similar projects.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No replacement may be made without submission of a resume of the proposed replacement and prior written approval by KGC.

The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The name of any sub-contractor(s) shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-contractor's performance. The Offeror shall state the amount of previous work experience they have had with the identified sub-contractor(s).

2.7.1 **Project and Management Approach**

The Offeror shall demonstrate their approach to the project and an understanding of the work to be performed. The Offeror shall also demonstrate how the necessary resources will be allocated and managed to complete the work within the agreed upon schedule. The Offeror may also discuss potential alternatives applicable to the project.

2.7.2 **Representative Projects**

The Offeror's proposal shall list and describe any previously completed projects that are similar in size and scope, and representative of, the project identified in this RFP. This section shall include a discussion of the Offeror's experience with local government/public school facilities. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, change order history, and principal contact person.

2.7.3 The Offeror shall demonstrate its capacity to effectively control project costs, accomplish work expeditiously, and to provide services that are responsive to the client's needs, particularly in relation to quality assurance and interdisciplinary coordination:

- Describe the Offeror's cost control methodology.
- Describe the approach utilized for reducing project costs.
- Provide detailed information regarding change orders on recent projects.
- Describe the documentation, tracking and reporting system.
- Describe the quality control program to be utilized.

2.7.4 **Proposed project schedule**

Offeror to provide a proposed project schedule/time line.
(This will be a factor in making an award.)

2.7.5 **References**

Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the proposed project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

2.8 **NON-DISCRIMINATION**

King George County does not discriminate against faith-based organizations or any Offeror because of race, religion, color, sex, national origin, age, or disability in the procurement of services, or supplies.

SECTION 3

SELECTION OF CONTRACTOR

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

3.1 APPROVING AUTHORITY

The approving authority for this RFP is King George County, Virginia.

3.2 SELECTION COMMITTEE

KGC will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the King George County Board of Supervisors.

3.3 INTERVIEW

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors will be invited by the KGC Purchasing Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. There is no specified number of Offerors that may be selected for interview.

Interviews will be conducted in a location selected by KGC as provided by law.

Presentations by the selected Offerors during the interviews shall not exceed thirty (30) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

3.4 BASIS FOR AWARD

The Selection Committee will base its award recommendation on the "Evaluation Criteria" set forth in this RFP.

The Award will be made to the responsible Offeror whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to KGC, price and other factors considered. If KGC is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to KGC can be made.

Should KGC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3.5 EVALUATION CRITERIA

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

<u>Maximum Points</u>	<u>Evaluation Criteria</u>
25	Project team qualifications and experience
10	Offeror project and management approach
25	Representative similar projects
10	Ability to control project costs
10	Ability to complete projects on schedule
15	Proposed project schedule
<u>05</u>	Quality and completeness of proposal
100	

The KGC Purchasing Manager may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premise prior to making a final selection.

3.6 OWNERSHIP OF DOCUMENTS

The Offeror shall provide KGC with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with KGC's word processing and AutoCAD hardware and software.

All documents, including computer disks, submitted in response to this solicitation shall become the property of KGC. All documents, including computer disks, prepared in conjunction with, and relating to, the project detailed in this solicitation and resulting contract shall become the property of KGC upon final payment of all fees to the Contractor as forth for in the contract.

3.7 PRIME CONTRACTOR

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP whether work is performed by the Contractor or sub-contractors. The selected Offeror shall be the sole point of contact for KGC with regard to all contractual responsibilities.

3.8 CONTRACT DEVELOPMENT

Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, KGC reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, KGC may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, any addenda, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

3.9 STANDARD CONTRACT FOR SERVICES

Absent legal requirements, the award will be governed by the "Standard Professional Services Agreement" for this project. A sample contract is attached to this RFP as Attachment A.

Specific obligations of each party will be identified in the executed, contract. The Contractor's fee will be based on an agreed upon scope of work with man-hour requirements and billing rates for each task or sub-task set forth in the agreed upon scope of work.

3.10 PURCHASE ORDER

A purchase order will be enclosed with the resulting contract.

3.11 ACCEPTANCE, INVOICING, AND PAYMENT

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products or service is approved as acceptable by KGC.

The Contractor shall submit invoices detailing the services performed and completed to KGC. The invoice submittal shall provide sufficient information to justify the invoiced amount. Invoices that, in KGC's sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor. A project status report shall be included with each invoice.

The Contractor's invoice shall cite the appropriate KGC purchase order and contract numbers.

KGC will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by KGC.

3.12 INSURANCE

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

3.12.1 The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.

- 3.12.2 The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the KGC Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to KGC shall have the corresponding Contract/Agreement number noted on them.
- 3.12.3 The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
- 3.12.3.1 Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 3.12.3.2 General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of KGC, against any or 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 General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.
 - 3.12.3.3 Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
 - 3.12.3.4 Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

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

- 3.12.4 The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to KGC on request.
- 3.12.5 No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to KGC Purchasing Manager. The Contractor shall furnish the KGC Procurement Manager a new certificate to the KGC

Procurement Manager prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to KGC Purchasing Manager.

- 3.12.7 Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, KGC shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to KGC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- 3.12.8 Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
- 3.12.9 Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude KGC from supervising and/or inspecting the project as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- 3.12.10 Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and KGC. The Contractor shall be as fully responsible to KGC for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- 3.12.11 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 3.12.11 The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- 3.12.12 King George County shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

3.13 NONDISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

- 3.13.1 The Contractor will not discriminate against any employee or applicant or 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 non-discrimination clause.

- 3.13.2 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.
- 3.13.3 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.
- 3.13.4. 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 sub-contractor or vendor.
- 3.13.5. 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 a controlled substance or marijuana during the performance of the contract.
- 3.13.6. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

AGREEMENT BETWEEN OWNER AND CONTRACTOR



Kelly S. Dixon, CPPO, CPPB
Procurement Manager

10459 Courthouse Dr, Suite 201, King George, Virginia • Telephone (540) 775-1657 • Fax (540) 775-5560

PROFESSIONAL SERVICES AGREEMENT 07312009-1400-001

SUBJECT: King George High School Sports Stadium

Between:

King George County
10459 Courthouse Dr.
Suite 200
King George, Virginia 22485

Phone: (540) 775-9181
Fax: (540) 775-5248

And the Contractor:

Name
Address
City State, Zip
Phone: (XXX) XXX-XXXX
Fax: (XXX) XXX-XXXX



PROFESSIONAL SERVICES AGREEMENT

NUMBER: 07312009-1400-001

This **PROFESSIONAL SERVICES AGREEMENT** (“AGREEMENT”), entered into this ____ day of _____, 2009 between **KING GEORGE COUNTY** (“COUNTY”), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the King George County Board of Supervisors, and _____ (“CONTRACTOR”). COUNTY and CONTRACTOR are collectively referred to as “PARTIES.”

WITNESSETH:

WHEREAS, the COUNTY desires to purchase professional and design services associated with the preparation of plans and contract documents for the construction of a football/soccer stadium at the new King George High School as further described herein and set forth in the referenced and attached documents, in accordance with the requirements of the King George County Purchasing Ordinance; and

WHEREAS, CONTRACTOR has the expertise, knowledge and ability to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS, the COUNTY desires to hire CONTRACTOR to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS CONTRACTOR was awarded this AGREEMENT after a duly performed competitive negotiation process; and

THEREFORE, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and by the referenced and attached documents, it is hereby AGREED between the parties as follows:

1.0 GENERAL TERMS AND CONDITIONS

This AGREEMENT shall follow the “General Terms and Conditions”, attached as Exhibit 1, and incorporated into this AGREEMENT.

2.0 SCOPE OF SERVICES

All services shall in all ways comply with the specifications set forth in the “Scope of Services”, attached as Exhibit 2, and incorporated into this AGREEMENT.

3.0 PRICING

All pricing and payment shall be as set forth in Section I.9 of this AGREEMENT and the “Pricing Agreement”, attached as Exhibit 4, and incorporated into this AGREEMENT.

4.0 WARRANTIES AND TITLE

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell services in this AGREEMENT.

5.0 CONTRACT DOCUMENTS

This AGREEMENT includes the following Contract Documents:

- a. General Terms and Conditions, Exhibit 1
- b. Scope of Services, Exhibit 2
- c. Certificate of Insurance, Exhibit 3
- d. Pricing Agreement, Exhibit 4
- e. Request for Proposal Number 07312009-1400, Exhibit 5

6.0 MERGER

CONTRACTOR and COUNTY agree that the Contract Documents set forth in the previous paragraph contain the entire agreement between the parties and that any previous representation or agreement, in writing or otherwise, is hereby superceded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

7.0 CHOICE OF LAWS AND VENUE

Any and all disputes of any kind related to this AGREEMENT shall be brought before the King George County Circuit Court and determined under the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereby set their signature to this AGREEMENT on _____, 2009.

County of King George, Virginia:

Contractor:

By: _____
A. Travis Quesenberry
County Administrator
King George County
(540) 775-9181

(XXX) XXX-XXXX

By: _____
Title: _____

Approved as to form:

County Attorney

CERTIFICATION: I, _____, certify by my signature above that I am the duly authorized agent of _____ and have all right and authority to represent _____, Inc. and to enter into this AGREEMENT.



EXHIBIT 1

GENERAL TERMS AND CONDITIONS

I.1 DEFINITIONS

- I.1.1 “Department Head” means the director of the using department of King George County or the General Manager of the King George County Service Authority.
- I.1.2 “Duly authorized representative” means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT
- I.1.3 “Purchasing Agent” means the Purchasing Agent of King George County whose duties and responsibilities are more particularly described in the King George County Purchasing Ordinance, or his or her designees, as duly authorized pursuant to the Purchasing Ordinance.
- I.1.4 “Services” and “Professional Services” shall be as defined in the King George County purchasing ordinance in effect at the time of the execution of this agreement.
- I.1.5 Project” means the preparation of plans and contract documents for the construction of a football/soccer stadium at the new King George High School.
- I.1.6 “Contractor” shall mean:

Phone: (XXX) XXX-XXXX

Fax: (XXX) XXX-XXXX

I.2 CONTRACT PERIOD

The term of this AGREEMENT is as follows:

in accordance with the following schedule after issuance of a Notice to Proceed by the COUNTY:

I.3 COMPLIANCE WITH LAWS

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this Agreement, including, without limitation, the King George County Purchasing Ordinance, the King George County and State of Virginia Building Codes, the King George County Zoning Ordinance, The Standards, Specifications and

Regulations of the King George County Service Authority and the Code of Virginia. Copies of the Purchasing Ordinance, the Zoning Ordinance, and the County Code are available for inspection in the Purchasing Office and Department of Community Development.

This AGREEMENT is governed by the applicable provisions of the King George County Purchasing Ordinance, which is incorporated herein by reference. Procedures for contractual disputes, appeals and protests shall be governed by the Ordinance.

I.4 TAXES

King George County is exempt from excise taxation by virtue of exemption certificate No. 54-0716449. The Purchasing Agent will complete such documents as may be necessary for the CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

I.5 NOTICE

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to the CONTRACTOR by name and address listed on the proposal; to the department head by name and address listed on the cover here and to the Procurement Manager, Suite 201, 10459 Courthouse Drive, King George, VA 22485.

I.6 NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR agrees as follows:

- I.6.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, 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 non-discrimination clause
- I.6.2 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.
- I.6.3 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.
- I.6.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

I.9.2.3 Additional Services, Time and Expenses

When Additional Services, Time and/or Expenses are required, the CONTRACTOR will prepare a "Change Order" describing the additional services and/or expenses, the cause of the additional services and/or expenses, the amount of increase or decrease of the AGREEMENT, and the amount of additional design time caused by the additional services and/or expenses. These services and/or expenses shall be reviewed and authorized by the by signing and returning the Change Order. The CONTRACTOR shall not proceed with additional services, time and/or expenses until the COUNTY authorizes them in writing.

I.9.3 Services to be Provided

The CONTRACTOR shall provide professional design services associated with the preparation of plans and contract documents for the construction of a football/soccer stadium at the new King George High School, as set forth below and in the Scope of Services attached as Exhibit 2.

I.10 QUALITY CONTROL AND INSPECTION

- I.10.1 The COUNTY, by its Procurement Manager, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by the CONTRACTOR in carrying out this AGREEMENT.
- I.10.2 The COUNTY does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.
- I.10.3. The CONTRACTOR shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this AGREEMENT up to the time of final acceptance by the COUNTY.
- I.10.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Procurement Manager and shall be corrected by the CONTRACTOR at no cost to the COUNTY.

I.11 DELIVERIES

Services shall be completed to the satisfaction of the COUNTY by the date specified in this AGREEMENT. Completed services not complying with the requirements of this AGREEMENT will be rejected by the Procurement Manager and shall be corrected by the CONTRACTOR at no cost to the COUNTY. In case of failure to complete services in accordance with the terms and conditions of this AGREEMENT, the COUNTY, after due oral or written notice, may perform the services and/or have the services performed and hold the CONTRACTOR responsible for any resulting additional purchase and

administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which the COUNTY may have.

I.12 RESPONSIBILITY FOR PROPERTY

The CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of the COUNTY caused by the negligence or wrongful acts or omissions of the CONTRACTOR or the CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by the CONTRACTOR shall be the responsibility of the CONTRACTOR until final acceptance by the COUNTY.

I.13 SECRECY OF COUNTY'S DATA

The CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of the COUNTY, without first obtaining the prior written authorization of the COUNTY. Upon the COUNTY'S request, such data, designs, or other information, including all copies thereof, shall be returned to the COUNTY. Where the COUNTY'S data, designs, or other information are furnished to the CONTRACTOR'S suppliers for procurement of supplies for use in the performance of the COUNTY'S orders, the CONTRACTOR shall insert the substance of this provision in its orders.

I.14 ASSIGNMENT AND SET-OFF

This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of the CONTRACTOR. The CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of the COUNTY (but in no case shall the consent relieve the CONTRACTOR from its obligations or change the terms of the AGREEMENT). The CONTRACTOR shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from COUNTY shall be subject to deduction by the COUNTY for any set-off or counterclaim arising out of this or any other of COUNTY'S purchase orders with the CONTRACTOR, or for any other liquidated debt from the CONTRACTOR to the COUNTY, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by the CONTRACTOR.

I.15 NON-INFRINGEMENT

To the extent that the services are provided relating to detailed designs not originated and furnished by the COUNTY, or by a process or method the use of which is not specifically directed by the COUNTY, the CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall

indemnify and save the COUNTY and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the CONTRACTOR is notified within a reasonable time of such action or claim against the COUNTY. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

I.16 BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the CONTRACTOR or in the event of the appointment, with or without the CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, the COUNTY shall be entitled to cancel any unfilled part of this AGREEMENT without any liability whatsoever.

I.17 GOVERNING LAW AND VENUE; NO ARBITRATION OR MEDIATION

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the state courts for King George County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. The CONTRACTOR and COUNTY hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

I.18 INDEMNIFICATION

The CONTRACTOR shall save, defend, hold harmless and indemnify the COUNTY, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including the CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of the CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, the CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

I.19 LIMITATION OF LIABILITY

The COUNTY'S liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall the COUNTY be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

I.20 DEFAULT

The COUNTY may, subject to the provisions below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

I.20.1 If the CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or

I.20.2 If the CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event the COUNTY terminates this AGREEMENT in whole or in part as provided herein, the COUNTY may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the COUNTY for any excess costs for such similar supplies or service: provided, that the CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

The CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of the CONTRACTOR

I.21 TERMINATION FOR THE CONVENIENCE OF THE COUNTY

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the COUNTY'S best interest. Any such termination shall be effected by the delivery to the CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from the COUNTY. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

I.22 FORCE MAJEURE

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

I.23 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES

CONTRACTOR acknowledges that COUNTY will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever, shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

Further, CONTRACTOR agrees that all information provided to and by COUNTY pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

I.24 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST

During the course of this Project, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working on this Project, at anytime, including but not limited to the Architects, Engineers, and Builders.

I.25 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I.26 OFFICIAL NOT TO BENEFIT

CONTRACTOR certifies that to the best of his knowledge no COUNTY official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be

immediately disclosed to the COUNTY Procurement Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that the CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, COUNTY as a prerequisite to payment pursuant to the CONTRACTOR, or at any time may require the CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

I.27 NON-APPROPRIATION

The COUNTY shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this contract, then the COUNTY shall immediately notify the Financial Advisor, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever.

I.28 NO AGENCY RELATIONSHIP

The CONTRACTOR is not the agent, subagent or representative of the COUNTY; and this AGREEMENT shall not make the COUNTY liable to any person, firm, corporation or other who contracts with or provides good or services to the CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against the CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to the CONTRACTOR as a result of its services to the COUNTY hereunder or otherwise.

EXHIBIT 2
SCOPE OF SERVICES (Attach Here)

EXHIBIT 3
INSURANCE (Attach Following This Page)

The CONTRACTOR will be required to provide evidence of the minimum coverage's described within RFP # 07312009-1400. No AGREEMENT shall be finalized and no work shall commence until the CONTRACTOR insurance requirements are met.

EXHIBIT 4
PRICING AGREEMENT (Attach Here)

CONTRACTOR acknowledges that it has carefully examined services to be provided as set forth in Section I.9 of the General Terms and Conditions, and as set forth in the Scope of Work (attached as Exhibit 2), and has fully informed itself of all conditions relative to the work and to the location of the services to be performed and provided.

The total cost of all services provided for under this AGREEMENT is

EXHIBIT 5
REQUEST FOR PROPOSAL # 07312009-1400 (Attach Here)