

TOWN OF COLONIAL BEACH

REQUEST FOR PROPOSAL

ISSUE DATE: MARCH 19, 2020

TITLE: 1ST STREET ENGINEER DESIGN

Sealed Proposals will be received until **April 2, 2020 at 2:00 PM (EST)** for furnishing the PROFESSIONAL services described herein. Late, facsimile and/or electronic proposals will **not** be accepted. All inquiries must be directed to:

Mr. Quinn Robertson, Town Manager

Town of Colonial Beach

Telephone: 804-224-7181

Facsimile: 804-224-7185

Email: qrobertson@colonialbeachva.net

PROPOSALS SHALL BE LABELED AS FOLLOWS AND DELIVERED TO:

MR. QUINN ROBERTSON, TOWN MANAGER

P.O. Box 450

Colonial Beach, Virginia 22443

1ST STREET GREENSTREET PROJECT

The Town of Colonial Beach does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4310 or against any Offerer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Superintendent as soon as possible.

Name and Address of Firm/Individual Submitting Proposal:

_____ Date: _____

_____ By: _____

Signature in Ink, (Preferably Blue Ink)

Telephone: _____ Facsimile: _____

Email Address:

How did you hear about this RFP?(Check all that apply) _____ Public Notice

_____ Other (Explain Posting on Town Hall Public Notice Board _____)

Questions: All questions must be submitted in writing directly to the Town of Colonial Beach Manager at the address referenced above no later than **2:00 P.M. (EST), March 26, 2020**. Questions may be sent by fax or email at qrobertson@colonialbeachva.net.

This Request for Proposals (RFP) plus the resulting contracts shall be consistent with and governed by the Town of Colonial Beach 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 in this RFP. The Town of Colonial Beach's process for selection the best proposals 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:

The Town of Colonial Beach desires to engage the services of a qualified firm to provide Professional Engineering and Land Surveying Services associated with the design, construction and contract management of right of way improvements associated with a Greenstreet Project on 1st Street.

This Request for Proposal (RFP) is part of a competitive procurement process that allows Town of Colonial Beach to obtain the best value and also provides interested Offerors a fair opportunity for their services and capabilities to be duly considered

1.2 SCOPE OF SERVICES:

The Town of Colonial Beach desires to engage the services of qualified and experienced professional engineering and land surveying firm (Engineer/Surveyor) to produce reports, budget analysis, preliminary design, detailed designs, construction drawings, specifications and construction management including inspections and final certification for right of way improvements, specifically requirements of the Greenstreet Program regarding stormwater management. This project will consist of the survey, design and construction of facilities once plan approval has occurred, contract documents and specifications must be delivered to obtain a licensed contractor for construction. This project will also consist of the management of the construction project through project closeout.

The successful Engineer/Surveyor shall demonstrate proven management skills and technical competence.

Detailed Scope of Work:

The contract award pursuant to this RFP shall include all professional engineering and land surveying services as required and/or necessary for approvals, permitting and construction of facilities for this project. The project will include the following phases of work:

- A. Design Memorandum and Budget Phase:
- B. Preliminary Design Phase:
- C. Final Design Phase:

- D. Bid and Award/Construction Administration Phase:
- E. Project Closeout:

1.3 QUALIFICATION REQUIREMENTS:

- A. Registered to practice professional engineering and land surveying in the Commonwealth of Virginia with in-house drafting and design capabilities and in-house surveying.
- B. Thorough and extensive experience in public facility layout and design, drainage, stormwater management, utility analysis, engineering, planning, design and construction and contract administration.
- C. Capability and experience in computer aided drafting software such as **AutoCAD**, and knowledge of **Arc Info GIS**.
- D. Familiarity with Commonwealth of Virginia and the Town of Colonial Beach Standards, Regulations and Programs.
- E. Recent and relevant experience with the approval and administration processes of the Commonwealth of Virginia and the Town of Colonial Beach.
- F. Registered as a Nationally Certified Flood Plain Manager with respect to drainage improvements that may occur in a flood plain. Also, knowledge of acceptable flood proof construction methods for potential mitigation of low-lying adjacent properties.
- G. Knowledge and experience with identification, classification, and verification of NRCS soil mapping units as required by the Greenstreet Project criteria. Proof of acceptable knowledge may be in the form of a Professional Engineer's license with proven soil classification experience or licensure as a Professional Soil Scientist as recognized by the Commonwealth of Virginia.

1.4 STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS:

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 the Town of Colonial Beach 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. Project team overview: The overview shall include a description of the personnel and consultant(s), if any, to be assigned to the project, their duties and the office location of personnel and consultants. The project team overview shall indicate

the office location where management of the project will occur and the location from which the majority of the staff resources will be provided.

- B. Resumes of key personnel for the engineering firm and the consultants(s) to be assigned to the project, including local government experience, and knowledge and familiarity with Town of Colonial Beach procedures and requirements, including those of the Management Team.
- C. Organizational chart. The project team organizational chart shall indicate the project manager.
- D. Description of the firm's capabilities and any other consultant's capabilities to complete the project on time and on budget.
- E. Recent relevant projects performed by individuals who will be assigned to work on this project, with project locations, and original and final engineering costs, and original and final time projections; and, names, titles and phone numbers of contact persons. Include at least three (3) municipal references. Projects shall be completed within the past ten (10) years, and be of similar type and scope.
- F. Demonstrated capacity to effectively control project costs and accomplish work in a timely manner. Describe the organization structure and project approach that will be used to manage and design projects.

A letter from each proposed sub-consultant 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 firm contractually.

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

1.5 PROJECT SCHEDULE:

The project schedule is dependent on funds available for use for the project.

1.6 QUESTIONS:

Questions concerning general and/or technical details of the work, or this RFP shall be submitted in writing (email, fax, UPSP, or deliver service) to:

Mr. Quinn Robertson, Town Manager
Town of Colonial Beach
P.O. Box 450
Colonial Beach, Virginia 22443
Telephone: 540-834-8183
Facsimile: 804-224-7185

Potential Offerors are required to submit any and all questions in writing directly to the Town of Colonial Beach at the address referenced above no later than

2:00 PM (EST) March 26, 2020. **Written responses, including the questions will be provided to all Offerors via an official Addendum.** Questions may be sent by fax or email.

1.7 DECISION NOT TO RESPOND:

Some recipients of the RFP may elect not to respond with a proposal for a variety of reasons. The Town of Colonial Beach 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 Page 1 of the RFP (by fax or USPS) with a statement as to why you are unable or unwilling to respond.

1.8 AWARD OF AGREEMENT:

The Town of Colonial Beach, in its sole opinion, reserves the right to reject any or all proposals, to waive formalities and informalities and to negotiate an Agreement with the selected Offerors. The Town of Colonial Beach reserves the right, in its sole opinion, to reject any proposal it believes would not be in its best interest.

1.9 TERMINATION:

Subject to the provisions below, the Contract may be terminated by the Town of Colonial Beach upon thirty (30) days advance written notice to the Engineer/Surveyor; 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 the Town of Colonial Beach until said work, goods, or services are completed and accepted.

A. Termination for Convenience:

The Town of Colonial Beach may terminate the resulting Contract for convenience at any time in which 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 Engineer/Surveyor shall not be entitled to termination costs.

1) Termination Due to Unavailability of Funds:

If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract, then the Contract shall be canceled and, to the extent permitted by law, the Engineer/Surveyor shall be reimbursed for the reasonable value of any non-recurring costs incurred under the Contract.

1.10 CONTRACTUAL DISPUTES:

The Engineer/Surveyor shall give written notice to the Town of Colonial Beach of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Town of Colonial Beach by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Engineer/Surveyor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the vehicle. If the claim is not disposed of by agreement, the Town of Colonial Beach shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Engineer/Surveyor within thirty (30) days of the Town of Colonial Beach's receipt of the claim.

The Town of Colonial Beach's decision shall be final unless the Engineer/Surveyor appeals within thirty (30) days by submitting a written letter of appeal to the Town of Colonial Beach's Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

1.11 SEVERABILITY:

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract (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.

1.12 EMERGENCY ORDER:

In the event of an emergency the Town of Colonial Beach reserves the right to order the contracted services or supplies from other sources which could provided a faster delivery of time.

(End of Section 1)

SECTION 2

PROPOSAL REQUIREMENTS

All information requested, and the requirements of this RFP must be supplied in writing in order for the Town of Colonial Beach 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 the 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 April 2, 2020 at 2:00 PM (EST). Proposals must be received by the Town of Colonial Beach prior to, or by the date/time noted above. The Town of Colonial Beach will not accept proposals after that date and time. Proposals received in the Town of Colonial Beach 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 Town of Colonial Beach on or before the deadline published above. The Town of Colonial Beach 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". Each copy of the proposal shall be bound or contained in a single volume where practical.

Offerors shall deliver sealed proposals to:

Mr. Quinn Robertson, Town of Colonial Beach Town Manager
P.O. Box 450
Colonial Beach, Virginia 22443

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 Town of Colonial Beach Council, or any employee of the Town of Colonial Beach, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by Virginia Code.

2.4 COLLUSION:

All submitted proposals shall be made without collusion or fraud. This includes a prior understand, 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:

The Town of Colonial Beach 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.) Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed. Proprietary information, if any, shall be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets.

2.7 PROPOSAL FORMAT INSTRUCTIONS:

The Town of Colonial Beach 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 Town of Colonial Beach proposal submittal guidelines listed below may be excluded from the evaluation process.

The Town of Colonial Beach 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:

A. **Page 1 of this RFP:**

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

B. **Cover Letter:**

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

C. **Project Team Qualifications and Experience:**

This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should:

- Designate a Project Manager and indicate office location.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's Education, professional experience, length of time employed by the Offeror and/or a subcontractor and office location.

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

The Offeror shall clearly state if is proposing to subcontract any of the work herein. The names of the subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance. The Offeror shall state the amount of previous work experience with the subcontractor(s).

D. **Offeror's Experience and Capabilities:**

The purpose of this section is to provide the Town of Colonial Beach with an overview of the Offeror's company, plus the Offeror's commitment to provide the services set forth in this RFP and/or government clients in general. The Offer should:

- Be registered to practice professional engineering and land surveying in the Commonwealth of Virginia.
- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.

- Outline and briefly discuss the Scope of Services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Provide a list of projects that comprise the type of projects anticipated by the Scope of Services.
- Summarize its experience with the Town of Colonial Beach Site Plan approval process.
- Have the capability to prepare design drawings in AutoCAD compatible formats.
- Summarize its experience in design of public facilities (to include, but not limited to, public facility site plans, entrances, utilities, drainage and stormwater management facilities).
- Describe the Offeror's local office experience with similar projects.
- Describe any local office(s) that will service the Town of Colonial Beach including size, area covered, and principal contact person.

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

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

E. Control Project Cost and Time:

The Offeror shall demonstrated its capacity to effectively control project costs and completion time, and 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 for reducing project costs.
- Describe detailed information regarding change orders on recent projects.
- Describe the documentation, tracking and reporting system.
- Describe the program for quality control.

- Describe the average time frame for completion of past projects similar in type and size, from authorization to the beginning of design, and through the start of construction, including review by all permitting agencies.

F. **Representatives Projects:**

This section of the Offeror's Proposal should:

- List or describe representative clients currently served, both nationally and by the local office focusing on clients similar in size and complexity to the Town of Colonial Beach.
- Provide the current name, address, and telephone number of at least three (3) specific reference (preferably local government) the company has served either currently or in the past five (5) years; preferably those where one or more of the project team members provided the same or similar services as requested herein.
- Each reference should indicate the Scope of Services provided to each referenced client.

(End of Section 2)

SECTION 3

SELECTION OF ENGINEER

This section of the RFP outlines the Town of Colonial Beach'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 the Town of Colonial Beach.

3.2 SELECTION COMMITTEE:

The Town of Colonial Beach will review and evaluate all proposals received. In turn, the Town of Colonial Beach will make its recommendation for selection of an Offeror to the Town of Colonial Beach Council.

3.3 INTERVIEW:

Based on the results of proposal evaluation by the Town of Colonial Beach, the highest rated Offerors may be invited by the Town of Colonial Beach 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 the Town of Colonial Beach as provided by law.

Presentations by selected Offerors during the interviews shall not exceed forty- five (45) 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 Town of Colonial Beach 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 the Town of Colonial Beach. If the Town of Colonial Beach 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 the Town of Colonial Beach can be made.

Should the Town of Colonial Beach 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 Town of Colonial Beach 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 and capabilities
35	Familiarity with the Colonial Beach School facilities and Town of Colonial Beach Development Standards
20	Ability to control project costs and time
20	Representative Projects and Reference
<hr style="width: 10%; margin-left: 0;"/> 100	Total Points Awarded

The Town of Colonial Beach may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Town of Colonial Beach may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Town of Colonial Beach 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 the Town of Colonial Beach with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with the Town of Colonial Beach’s word processing and graphic display hardware and software.

All documents, including computer disks, submitted in response to this solicitation shall become the property of the Town of Colonial Beach. All documents including computer disks, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting contract shall become the property of the Town of Colonial Beach upon final payment of all fees to the Engineer/Surveyor as forth for in the contract.

3.7 PRIME ENGINEER/SURVEYOR:

The successful Offeror (Engineer/Surveyor) shall assume full responsibility for the complete effort as required by this RFP. The selected Offeror shall be the sole point of contact for the Town of Colonial Beach 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, the Town of Colonial Beach reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, the Town of Colonial Beach 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 PROFESSIONAL SERVICES:

Absent legal requirements, the award will be governed by the most current version of "Standard Form of Agreement between Owner and Engineer for Professional Services" as prepared by the Engineer's Joint Contract Documents Committee or other contract format mutually acceptable to the Town of Colonial Beach and the Offeror for this work.

3.10 NOTICE TO PROCEED:

A Notice to Proceed 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 product or service is approved and acceptable by the Town of Colonial Beach.

The Engineer/Surveyor shall submit invoices detailing the services performed and completed to the Town of Colonial Beach. The invoice submittal shall provide sufficient information to justify the invoiced amount. Invoices that, in the Town of Colonial Beach's sole opinion do not clearly detail services provided and completed shall be returned to the Engineer/Surveyor.

The Engineer's/Surveyor's invoice shall cite the appropriate Town of Colonial Beach's purchase order and contract numbers.

The Town of Colonial Beach will make payment to the Engineer/Surveyor, net thirty (30) 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 the Town of Colonial Beach.

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.

- A. The Engineer/Surveyor 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 Engineer/Surveyor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any negligent action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
- B. The Engineer/Surveyor 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 Town of Colonial Beach from the Engineer's/Surveyor's insurance agent or representative. Certificates of Insurance submitted to the Town of Colonial Beach shall have the corresponding Contract/Agreement number noted on them.
- C. The Engineer/Surveyor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
 - 1) Worker's Compensation and Employees Insurance under the Commonwealth of Virginia statutory requirements, to protect the Engineer/Surveyor 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.
 - 2) General Liability insurance sufficient to protect the Engineer/Surveyor, its Subcontractors, and the interest of the Town of Colonial Beach, 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.

- 3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Engineer/Surveyor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Engineer/Surveyor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
- 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.
- 5) Professional liability insurance in the amount of one million dollars (\$1,000,000.00) policy limit with the Town of Colonial Beach named as an additional insured to the policy.

The Engineer/Surveyor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Town of Colonial Beach before a contract is executed and any work is started.

- D. The Engineer/Surveyor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to the Town of Colonial Beach on request.
- E. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to the Town of Colonial Beach. The Engineer/Surveyor shall furnish the Town of Colonial Beach a new certificate prior to any change or cancellation date. The failure of the Engineer/Surveyor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town of Colonial Beach.
- F. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Engineer/Surveyor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the Town of Colonial Beach shall have the absolute right to terminate the contract without any further obligation to the Engineer/Surveyor, and the Engineer/Surveyor shall be liable to the Town of Colonial Beach for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- G. Compliance by the Engineer/Surveyor and all subcontractors with the foregoing requirements shall not relieve the Engineer/Surveyor and all subcontractors of their liabilities and obligations under this heading for under any other section or provisions of this contract.

- H. Contractual and other Liability insurance provided under the Contact shall not contain a supervision, inspection, or services exclusion that would preclude the Town of Colonial Beach from supervising and/or inspecting the work as the end result. The Engineer/Surveyor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- I. Nothing contained herein shall be construed as creating any contractual relationship between a subcontractor and the Town of Colonial Beach. The Engineer/Surveyor shall be as fully responsible to the Town of Colonial Beach for the acts and omissions of the subcontractors and of person employed by them as it is for the acts and omissions of person directly employed by it.
- J. Precaution shall be exercised at all times for the protection of person (including employees) and property.
- K. The Engineer/Surveyor, 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.
- L. The Town of Colonial Beach shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance

3.13 NONDISCRIMINATION (ENGINEER/SURVEYOR):

During the performance of this contract, the Engineer/Surveyor agrees as follows:

- A. The Engineer/Surveyor 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 Engineer/Surveyor. The Engineer/Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Engineer/Surveyor, in all solicitations or advertisements for employees placed by or on behalf of the Engineer/Surveyor, will state that such Engineer/Surveyor 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.
- D. The Engineer/Surveyor agrees to (i) provide a drug-free workplace for the Engineer'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 Engineer's/Surveyor'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 Engineer/Surveyor that the Engineer/Surveyor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each sub-contractor or vendor.

- E. 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 an Engineer/Surveyor in accordance with this chapter, the employees of who 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.
- F. The Engineer/Surveyor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each sub-contractor or vendor.

(End of Section 3)