

Procurement Department  
T: (703) 335-8925



OP RFP

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## REQUEST FOR PROPOSALS (RFP)

Date: 04/2/2025

**SOLICITATION NUMBER:** RFP SA 2512

**TITLE:** Owner's Consultant Services for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build ("Owner's Consultant Services")

**RFP CLOSING DATE/TIME:** May 15, 2025 at 10:00 A.M. (EST)

**PRE-PROPOSAL CONFERENCE:** April 9, 2025, at 10:00 A.M. (EST)

**QUESTION DEADLINE:** April 21, 2025 at 12:00 Noon (EST)

**SUBMIT ONE (1) ORIGINAL, FIVE (5) COPIES & ONE (1) USB THUMB DRIVE OF YOUR PROPOSAL TO:**

**STREET ADDRESS:**

Prince William Water  
Procurement Department, RFP SA 2512  
Attn: Mike Burke, Procurement Officer  
4 County Complex Court  
Woodbridge, VA 22192

In compliance with this Request for Proposals (RFP) and all the conditions imposed in this RFP and hereby incorporated by reference, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

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Company Name

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Authorized Signature

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Date

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Name and Title Printed

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Phone Number

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Email Address

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**Note:** Prince William Water does not discriminate against faith-based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## RFP SUBMISSION FORM

Name of RFP: **Owner's Consultant Services for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build ("Owner's Consultant Services")**

RFP Number: **RFP SA 2512**

Closing Date/Time: **May 15, 2025 at 10:00 A.M. (EST)**

### SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No: \_\_\_\_\_

\_\_\_\_\_ FAX No: \_\_\_\_\_

Remittance Address: \_\_\_\_\_ Email: \_\_\_\_\_

Indicate Which: Corporation ☐ Partnership ☐ Sole Prop. ☐

Minority Owned/Controlled Bus. Yes ☐ No ☐ Small Bus. Yes ☐ No ☐

Women Owned/Controlled Bus. Yes ☐ No ☐ Disabled Veteran: Yes ☐ No ☐

If your firm is certified as any of the business types listed above, provide your certification number, the date issued and the name of the organization that issued the certification.

Certification No. \_\_\_\_\_ Certification Date: \_\_\_\_\_ Issuing Organization: \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_

Principal place of business at \_\_\_\_\_

Parent Company if any \_\_\_\_\_

Subsidiaries or Affiliated Entities

Performing Work, if any: \_\_\_\_\_

SCC: \_\_\_\_\_

FEIN: \_\_\_\_\_

Following are the names and address of all persons having an ownership interest of 3% or more in the Company: (Attach more sheets if necessary)

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Name

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Address

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## SECTION II - CONFLICT OF INTERESTS

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated and the State and Local Government Conflict of Interests Act.

The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

## SECTION III – COLLUSION

I certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

We agree to furnish all material, labor, and supervision necessary to complete the Work in accordance with the Bid Document. By signing this bid form, we certify that we have access to all materials, equipment, and labor necessary to complete the Work within the Contract Times.

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Signature

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Date

---

Name (Printed)

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Title

**OFFEROR MUST COMPLETE AND RETURN THIS FORM WITH ITS PROPOSAL PACKAGE**

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#### Reference Documents

- Conceptual Design Technical Memorandum

**Request for Proposals (RFP) SA 2512**  
**Owner's Consultant Services for Featherstone Sewage Pumping Station, L16, and Force**  
**Main Design-Build ("Owner's Consultant Services")**

**SECTION 1 INTRODUCTION**

Prince William Water is a public utility created in 1983 under the Virginia Water and Sewer Authorities Act and chartered by the Prince William Board of County Supervisors. Prince William Water is an independent body responsible for providing comprehensive water and sewer services in Prince William County. Prince William Water has approximately 97,000 customers and owns and operates wastewater treatment facilities for the eastern portion of the county.

Prince William County's population is among the most rapidly growing in the region. In addition, Prince William County's racially and ethnically diverse population makes it one of the most globally represented communities in the region. The County's workforce is highly skilled and well educated, including a higher-than-average number of multi-lingual workers. According to one national daily newspaper, "Prince William County is at the leading edge of a diversity explosion that is currently sweeping the USA". More than half of the County's population is either African American, Hispanic, Asian or some other racial/ethnic minority background.

Prince William Water is dedicated to excellence in providing safe, reliable water service to our customers and returning clean water to the environment and is guided in all its actions by our vision and values below:

Vision:

Prince William Water is a trusted public steward and nationally recognized model for performance excellence. We reflect the diverse and vibrant community we serve and nurture diversity, equity and inclusion in relationships with our community, customers, businesses and industry colleagues. We create value for our community through our Areas of Excellence.

Values: Prince William Water is responsible for serving the public and maintaining their trust on a daily basis. Our success is predicated on our job performance, our actions, and our behaviors. The following core values support our vision and culture:

Safety Always  
Customer-First Focus  
Ownership & Integrity  
Respect & Inclusion  
Excellence

The commitment to these values by our employees and by extension, by our service providers, suppliers and contractors, helps us to achieve organizational excellence in our delivery of public water, wastewater services.

Prince William Water advances organizational excellence through its commitment to diversity, inclusion, and equity. This commitment to diversity for our employees and by extension, for our service providers, suppliers and contractors, helps us to deliver excellent water, wastewater and public services. An important part of our procurement program involves a commitment to doing business with Small (including employment service organizations), Minority-owned, Women-owned, and Service-disabled Veteran-owned Business Enterprises (SWaM). The most competitive suppliers will have SWaM utilization plans and will support Prince William Water's supplier-diversity commitment. (Reference Attachment C).

## **SECTION 2 BACKGROUND INFORMATION**

Prince William Water is seeking proposals for the selection of an Owner's Consultant for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build Project (herein referred to as the "Design-Build Project" or "Project"). The Owner's Consultant will provide services that include, but are not limited to, assistance with the selection of the Design-Builder, general project management, accounting and administrative services, support during the design phase, assistance with Guaranteed Maximum Price review and negotiations, construction management, and inspections. (Refer to Attachment A for the complete Scope of Work.)

Prince William Water intends to select the Design-Builder for the design and construction of the Project under a two-step process.

The existing Featherstone SPS is located at 15023 Farm Creek Dr, Woodbridge, VA 22191. It is a 25.6 MGD pump station that was built in 1974. The pump station includes:

- Two (2) duty pumps with 12.8 MGD capacity each and one (1) standby pump with 14.83 MGD capacity, with
- Suction and discharge valves,
- 13.6 MGD wetwell
- Associated electrical, HVAC, and other appurtenances.

Wastewater from the existing pump station flows via a 30-inch ductile iron pipe to the H.L. Mooney Advanced Water Reclamation Facility (Mooney AWRP) that is located at 1851 Rippon Boulevard in Woodbridge, Virginia. The existing force main runs along Florida Avenue, Illinois Road, Georgia Road, Georgia Court, Wildlife Way and crosses Rippon Boulevard to finally connect with H. L. Mooney Advanced Water Reclamation Facility.

The Project generally includes the design and construction of:

- A new sewage pumping station (SPS) on a parcel adjacent to the existing Featherstone SPS,
- A new force main that shall run from the new pump station to the Mooney AWRP. A conceptual route has been defined. (See the detailed information in Conceptual Design Technical Memorandum under Reference Documents for further information.)

### SECTION 3 PROCUREMENT RULES AND RFP DEFINITIONS

This RFP, the resulting Proposal document and Contract Document shall be consistent with and governed by Prince William Water's Procurement and Contract Management Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Procurement and Contract Management Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Procurement and Contract Management Regulations.

- A. **IMPORTANT NOTICE TO POTENTIAL OFFERORS:** Receipt of this document does not indicate that Prince William Water has pre-determined Your organization's qualifications to receive a contract or be selected for any work or project. Such determination will be made after the opening and will be based on Prince William Water's evaluation of Your Proposal Package compared to the specific requirements and qualifications contained in this RFP.
- B. Prince William Water has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition. Prince William Water may disqualify a Proposal Package for failure to comply with any mandatory requirements.
- C. Prince William Water has established for purposes of this RFP that the words "should" or "may" are equivalent in this RFP and indicate very desirable conditions or requirements that are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not cause rejection of a Proposal Package, but will be considered in the evaluation process.
- D. **ACCEPTANCE PERIOD:** Unless otherwise specified in the RFP, all formal Proposals submitted shall be binding for one hundred twenty (120) calendar days following Proposal submission date, unless extended by mutual consent of all parties.
- E. General RFP Definitions:
  - 1. **Addendum:** A written or graphic instrument issued prior to the due date and time of Proposals that clarifies, corrects or changes the proposal documents.
  - 2. **Administrative Contracting Officer (ACO) also referred to as Prince William Water Contract Administrator:** Prince William Water representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the resulting Contract Document, including price.
  - 3. **Change Order:** A written order to the Consultant or executed by Prince William Water, issued after execution of a Contract or Purchase Order (PO), authorizing and directing an addition, deletion or revision of any nature or an adjustment in the price, schedule, quality or quantity of the Work. Any positive or negative change in the Contract constitutes a Change Order.

4. **Consultant:** The successful Offeror with whom a contract is executed pursuant to this RFP.
5. **Contract:** When used as a proper noun and capitalized the term “Contract” shall mean: The solicitation’s ensuing agreement obligating the Consultant to furnish the goods and/or services promised in exchange for payment from Prince William Water. (When used as a common noun with lower case the term “contract” shall mean: a mutually binding legal agreement between two (2) or more parties).
6. **Contract Document(s):** Documents which establish the rights and obligations of the and Prince William Water and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Notice to Proceed, together with all written Amendments, Change Orders, and Work Change Directives issued on or after the Effective Date of the resulting contract.
7. **Contracting Officer Representative (COR) also referred to as Prince William Water Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Prince William Water Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
8. **Day(s):** Calendar Days, unless otherwise specified.
9. **Design-Builder:** The individual or entity with which Owner has contracted for performance of the design and construction of the Project.
10. **Dollar “\$”:** United States of America dollars.
11. **Drawings (Construction Drawings):** That part of the Design-Build Contract prepared by the Design-Builder which graphically shows the scope, extent, and character of the Work to be performed by the Design-Builder. Shop Drawings and Consultant submittals are not Drawings as so defined.
12. **Key Person (Key Personnel):** As listed in Section 5.11, the designated person or persons employed by the Contractor or Subcontractor, whose individual action or inaction can impact the timely accomplishment of the Work.
13. **Materials:** All information works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.
14. **Notice to Proceed:** A written notice issued by the Owner to the Consultant fixing the date on which the resulting contract times will commence to run and on which Consultant shall start to perform the Work under the resulting Contract Documents.
15. **Offeror:** The professional entity submitting a Proposal Package to Prince William Water in response to this RFP. The term Offeror in some cases refers to the successful Offeror with whom a contract is executed pursuant to this RFP.
16. **Prince William Water:** The Prince William County Service Authority.
17. **Procurement Officer:** A delegate of the Procurement Manager.
18. **Proposal or Proposal Package:** The complete submittal from an Offeror.

19. **Procurement Manager:** Prince William Water person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by Prince William Water's General Manager and Board of Directors.
20. **Reference Documents:** Reference Documents are provided to the Offerors for information purposes only.
21. **Responsible Offeror:** An Offeror who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
22. **Request for Proposals (RFP):** Request for Proposals; This competitive process whereby Prince William Water is seeking competitive offers to resolve Prince William Water's need or requirement.
23. **Selection or Evaluation Committee:** any team, committee or other group that evaluates Proposals.
24. **Subconsultant:** An entity having a direct contract with the Consultant or with any other Subcontractor for the performance of a part of the work.
25. **Using Division or Department:** Project Management Office.
26. **Work:** The entire project or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents.
27. The terms "**in writing**" and "**written**" mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.
28. **You, Your:** Same as Offeror.

## **SECTION 4 SCOPE OF WORK / PROJECT OBJECTIVES AND DELIVERABLES**

### **4.1 Scope of Work / Project Objectives**

See **Attachment A – Scope of Work** for Scope of Work and Project Objectives.

## **SECTION 5 RFP ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS**

### **5.1 Proposed Schedule**

The following dates are proposed by Prince William Water; however, the dates and times may be changed as the needs of Prince William Water change. It is solely Your responsibility to stay informed on the dates and times.

- A. RFP release date – April 2, 2025
- B. Preproposal conference – April 9, 2025 at 10:00 A.M. (EST)
- C. Site Visit – April 14, 2025 at 10:00 A.M. (EST)
- D. Final date to receive written questions – April 21, 2025 at 12:00 Noon (EST)

- E. RFP closing date – May 15, 2025 at 10:00 A.M. (EST)
- F. Offeror interviews/presentations/demonstrations –TBD
- G. Anticipated selection of Consultant –TBD

## **5.2 Delivery of Sealed Proposal Package**

### **DELIVER ONE (1) ORIGINAL, FIVE (5) COPIES, AND ONE (1) USB THUMB DRIVE OF PROPOSAL PACKAGE TO:**

Prince William Water  
Procurement Department: Ref: RFP SA 2512  
Attn: Mike Burke, Procurement Officer  
4 County Complex Court  
Woodbridge, VA 22192

### **MARK EACH PACKAGE: RFP SA 2512, Owner's Consultant Services for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build.**

- A. Failure to clearly mark each Proposal Package with this information may cause Prince William Water to inadvertently open the Proposal Package before the closing date and time. If the Proposal Package is inadvertently opened due to lack of markings, Prince William Water staff shall reseal the package, and the package will be opened after the official RFP closing date and time.
- B. To be considered for selection, the complete Proposal Package must be *Received and Accepted* in the Procurement Department prior to the closing date and time. An Offeror will not be considered for selection if its Proposal Package is received in the Procurement Department after the closing date and time regardless of when or how it was received by Prince William Water.
- C. Allow sufficient time for transportation and inspection. If You use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) ensure that the carrier is properly instructed to deliver Your Proposal Package only to the address above.
- D. Prince William Water will **NOT** consider facsimile (fax) or electronic submission of a Proposal Package.

## **5.3 Late Proposal Packages**

- A. Prince William Water will judge any proposal package received in the Procurement department after the closing date and time as late and Prince William Water will not open it nor consider it for selection.

- B. Upon receipt at the location specified above, Prince William Water will mark each timely received Proposal Package with the date and time of receipt. Prince William Water will safeguard Proposal Packages from unauthorized disclosure from the time of receipt, throughout the source selection process, and until selection.
- C. If Prince William Water declares administrative or liberal leave, all scheduled closing dates for that day will be extended until the next business day.

#### **5.4 Preproposal Conference and Site Visit**

Preproposal Conference (Non-Mandatory):

Date and Time: April 9, 2025 at 10:00 A.M. (EST)

Prince William Water will hold a Non-Mandatory Pre-Proposal Conference using MS Teams Meeting. While attendance is not mandatory, prospective Offerors are strongly encouraged to attend. Potential Offerors interested in attending the Pre-Proposal Conference may download the application and join the meeting via the MS Teams application by audio, video or both. If an Offeror plans to join the Pre-Proposal Conference, the Offeror must inform the Procurement Department at [saprocurement@pwwater.org](mailto:saprocurement@pwwater.org) with the following information: vendor name, business address and contact person. Prince William Water will provide the MS Teams link to requestors only. Upon completion of the meeting, Prince William Water will post an attendance list on Prince William Water website.

Site Visit (Non-Mandatory):

Prince William Water will provide Site Visits to potential Offerors. The Site Visit is scheduled for 10:00 A.M. on April 14, 2025 for one hour at the following location:

**Featherstone Sewage Pumping Station, L16 located at 15023 Farm Creek Dr, Woodbridge, Virginia 22191**

#### **5.5 Questions Concerning RFP**

- A. Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information in regard to any portion of this RFP or the selection process, must be made in writing (e-mail is acceptable) and sent to the below named individual who will be the point of contact for this RFP.
- B. Questions should be submitted by the following deadline: April 21, 2025 at **12:00 Noon (EST)**.
- C. Mark subject line or cover page: **“Questions on RFP SA 2512 – Owner’s Consultant Services for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build”**.

D. RFP Point of Contact for Questions:

Mike Burke, Procurement Officer, Ref: RFP SA 2512

E-mail: [saprocurement@pwwater.org](mailto:saprocurement@pwwater.org)

All questions must be received in writing.

E. Failure by an Offeror to ask questions, request changes, or submit objections by the date indicated above shall constitute the Offeror's acceptance of all of the terms, conditions and requirements set forth in this RFP.

F. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an Addendum to this RFP by Prince William Water.

**5.6 Offeror's Representative**

If You intend to respond to this RFP, You may provide the name, mailing address, telephone number, and e-mail address of Your liaison person to the RFP point of contact in order for Prince William Water to ensure that You receive any communications regarding this RFP. You should submit this information via email at [saprocurement@pwwater.org](mailto:saprocurement@pwwater.org).

**5.7 Offeror's Responsibility / Clarification and Addenda**

A. By submitting a Proposal Package, You represent:

1. You have read and understand this RFP.
2. Your Proposal Package is made in accordance with the requirements of this RFP.
3. You are familiar with the local conditions under which the proposed services must be performed.
4. You will not make any claim for or have the right to cancellation of or relief from the resulting contract because of any misunderstanding or lack of information.

B. The issuance of a written Addendum by Prince William Water's Procurement Department is the only official method by which interpretation, clarification or additional information can be given. Prince William Water will not be responsible for any oral representation given by any employees, representatives, or agents.

C. If Prince William Water revises (amends) this RFP, Prince William Water's Procurement Department will post a notice on Prince William Water Internet site: [Solicitations | Prince William Water](#). You should acknowledge each Addendum in Your Proposal Package. Failure to acknowledge each Addendum may prevent Your Proposal Package from being considered for selection. It is solely Your responsibility as an Offeror to ensure that You have received all addenda and incorporated the changes into Your Proposal before submitting Your Proposal Package.

## **5.8 Restricted Discussions**

- A. From the date of issuance of the RFP until final contract selection, You are prohibited from discussing the RFP or any part thereof with any employee, agent, or representative of Prince William Water except as expressly authorized by Prince William Water's Procurement Officer. Prince William Water may reject Your Proposal package for violation of this restriction.
- B. Any negotiation, decision, or action initiated or executed by You as a result of any oral or written discussions with any Prince William Water employee or agent, except as authorized by the Procurement Department, is void and will not be binding upon Prince William Water. You shall only consider those communications that are in writing from Prince William Water's Procurement Department issued through addenda.

## **5.9 Proposal Correction or Withdrawal**

No proposal may be withdrawn after opening unless the proposal is the subject of a clerical error as defined in Section 2.2-4330 (A) of the Code of Virginia. Offerors shall give notice, in writing, of their request to withdraw their proposal within two (2) business days after the opening of the proposal.

## **5.10 No Obligation to Make Selection**

- A. Prince William Water intends to issue one (1) Agreement after evaluation of submittals and negotiations as described in Section 5.13 Anticipated Selection Process. Prince William Water is not obligated to make any selection or award as a result of this RFP.
- B. Prince William Water has the sole discretion and reserves the right to cancel this RFP, and to reject any and all Proposal Packages, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in Prince William Water's best interests to do so.

## **5.11 Offeror's Key Personnel**

Prince William Water will be making its decisions on selecting the best qualified Offeror based upon the information submitted in the Offeror's Proposal Package. This includes the resume and experience of the Offeror's Key Personnel. By submitting a Proposal Package, You are representing that each person listed or referenced in Your Proposal Package will be available to perform the services described by Prince William Water, throughout the duration of the resulting Contract, barring illness, accident, or other unforeseeable events of a similar nature in which case You must promptly provide a qualified replacement.

## **5.12 Minimum Offeror Requirements**

- A. To be considered for selection, an Offeror shall meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in a negative evaluation rating.
1. Registered to practice required engineering disciplines in the Commonwealth of Virginia, as applicable.
  2. Demonstrated knowledge and experience in selecting design-build teams.
  3. Demonstrated knowledge and experience in administering design-build projects of similar scope and magnitude including: project/program control systems (document management, program management, cost estimating, schedule review and analysis, reporting systems etc.) and Virginia public procurement processes.
  4. Demonstrated knowledge and experience with Virginia Department of Environmental Quality (VDEQ).
  5. Demonstrated knowledge and experience in compliance with the most current edition of all applicable Federal, State, and local/regional regulations and all Federal, State and local/regional permitting requirements.
- B. Qualification Requirements for the Contract shall include the following:
1. The Procurement Officer and/or the Selection Committee will determine responsibility based upon the following factors:
    - a) *Experience*: determined by examining internal and readily available public files, which indicate how the Offeror performed in the past;
    - b) *Integrity, Perseverance, and Reliability*: determined by conducting an in-depth evaluation of the management of the Offeror's organization, the organization's philosophies, ethics standards and policies, reputation in the industry, and the organization's quality control programs;
    - c) *Capacity, Facilities, and Equipment*: determined by information submitted by the Offeror and/or by plant or facility visits, if judged appropriate;
    - d) *Financial Capacity*: determined by an investigation of the Offeror's financial statements, readily available public files, and/or credit reports as well as bonding capabilities; and,
    - e) *Eligibility*: determined by whether the Offeror is qualified and eligible to be selected under applicable laws and regulations.
    - f) *Quality Assurance/Quality Control*: determined by information submitted by the Offeror and by conducting reference checks on past projects
  2. The Procurement Officer may request additional information, other than that already in the Proposal Package, or may request additional or clarifying information to determine the Offeror's responsibility under this section. If the Offeror fails to supply the information requested within the time required, the Procurement Officer shall make the determination of responsibility or non-responsibility based solely upon available

information. If the available information is insufficient to make a determination of responsibility, the Procurement Officer shall determine the Offeror to be non-responsible. If Your organization is listed as an exclusion record in the federal System for Award Management (SAM) <https://www.sam.gov/> at the time of the RFP closing date or becomes an exclusion record at any time prior to award, the Procurement Manager shall immediately determine Your organization as non-responsible.

### **5.13 Anticipated Selection Process**

#### **A. Initial Technical Evaluation Process:**

1. The Procurement Officer will provide a copy of each technical Proposal to the Selection Committee members for their evaluations.
2. The Selection Committee members will evaluate each Proposal in accordance with the Evaluation Criteria.
3. In addition to the materials provided by the Offeror, the Selection Committee may utilize site visits and/or may request and evaluate additional material, information, and/or references from other sources.
4. The Procurement Officer may invite any Offeror to make an in-person (oral) presentation and/or demonstration to the Selection Committee. The Procurement Officer may require that specific individuals identified in the Proposal Package participate in the oral presentation and/or demonstration.
5. The Procurement Officer may request written clarifications from any Offeror to clarify any ambiguity and/or minor irregularity.
6. The Selection Committee members will evaluate and rank all Proposals.
7. The ranking will be provided to the Procurement Officer.

#### **B. Negotiations:**

1. The Procurement Officer will invite the top ranked Offeror for negotiations. Prince William Water reserves the right to negotiate any and all elements, except legal requirements, of the evaluation criteria.
2. Prince William Water anticipates negotiating, at minimum, the following elements:
  - a) Staffing;
  - b) Labor hours per labor classification;
  - c) Labor rate per labor classification;
  - d) General and Overhead (G&O) rates, profit, expenses, and mark-up on materials;
  - e) Final scope of work.
3. At the conclusion of the negotiations the Procurement Officer will request a Best and Final Offer.
4. If after receipt and analysis of the Best and Final Offer, the Procurement Officer and the top ranked Offeror reach a mutual agreement on all elements, then the Procurement Officer will formally select the Offeror.

5. If the Procurement Officer and a top ranked Offeror cannot reach a mutual agreement on all elements, then the Procurement Officer will formally conclude the negotiations with the Offeror and begin the negotiations process following steps 2-4 above, with the next highest ranked Offeror.
6. This process will continue until the Procurement Officer selects an Offeror or determines that the current RFP process will be terminated if an agreement cannot be reached.

C. Award:

1. Award Notices will be posted online at the following address: [Solicitations | Prince William Water](#).

#### **5.14 Evaluation Criteria**

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

<b>Evaluation Criteria</b>	<b>Maximum Points per Evaluation Criteria</b>
Staffing Plan and Experience of Key Personnel (Refer to Section 6.4, Tab 2, Section A)	30
Qualifications and Experience of the Firm in the Public Utilities Sector (Refer to Section 6.4, Tab 2, Section B)	30
Availability of the Firm and Key Personnel (Refer to Section 6.4, Tab 2, Section C)	10
Management and Technical Approach to the Owner's Consultant Services (Refer to Section 6.4, Tab 2, Section D)	30
<b>Maximum Evaluation Points</b>	<b>100</b>

#### **5.15 Minor Irregularities**

Prince William Water reserves the right to waive minor irregularities in submitted Proposal Packages if such action is in the best interest of Prince William Water. A minor irregularity is defined as an issue that does not have an adverse effect on Prince William Water's best interests and will not affect the outcome of the selection process by giving any Offeror an advantage or benefit not enjoyed by other Offerors.

### **5.16 Incurred Expenses**

This RFP does not commit Prince William Water to select an Offeror nor will Prince William Water be responsible for any cost or expense which may be incurred by any Offeror in preparing and submitting a Proposal Package. By submitting a Proposal Package, You agree that Prince William Water bears no responsibility or obligation for any of Your costs associated with the preparation of Your Proposal Package, preparing and delivering presentations, preparing Proposals for anticipated Task Orders, and/or any administrative or judicial proceedings resulting from this RFP process.

### **5.17 Exceptions**

A list of any exceptions to contractual terms and conditions, unless such terms and conditions are required by statutes, regulation, ordinance, or standards developed pursuant to § 2.2- 1132, will be requested after the qualified Offeror is ranked for negotiations.

### **5.18 Pre-Award Submittals**

- A. Within ten (10) calendar days after Prince William Water provides written notification of selection, the selected Offeror shall furnish the below deliverables to the Procurement Officer.
  - 1. Required Pre-award Submittals:
    - a) Insurance Certificate(s);
    - b) Copies of Commonwealth required licenses and/or certifications; and
- B. If a selected Offeror fails to furnish the required submittals within the required time frame, Prince William Water may withdraw the selection from the Offeror and begin negotiations with the next ranked Offeror.

### **5.19 Conflict of Interest Disclosure**

- A. This RFP is subject to the provisions of §2.2-3100, et seq. No member of the Board of Directors, or any employee of Prince William Water, or the spouse or any other relative who reside in the same household as any of the foregoing, may be a Consultant or Subconsultant in connection with any proposal, or have a personal interest therein.
- B. Each Offeror shall complete, and sign specified section of the RFP Cover Page dealing with conflicts of interest.
- C. Each proposed Subconsultant shall also complete the attached **Form C – Subconsultant No-Conflict of Interest Form**.

## **5.20 Contract Type**

Prince William Water will be issuing an Hourly Not to Exceed, Plus Reimbursable Expenses to establish terms and conditions, and pricing for Work to be performed.

## **5.21 Term of Contract**

The term of the Contract issued from this RFP shall be from the date of award to the completion of the Design-Build Project.

## **5.22 Limited Confidentiality of Information**

- A. Except as provided in the Virginia Public Procurement Act, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- B. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to inspection.
- C. Trade secrets or proprietary information submitted by an Offeror in connection with this RFP shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the Offeror shall (i) invoke the protections of this section of the RFP and Virginia Code Section 2.2-4342.F prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. An Offeror shall not designate as trade secrets or proprietary information (a) the entire Proposal; (b) any portion of the Proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total Proposal prices. (Reference Form G)
- D. All material submitted becomes the property of Prince William Water and may be returned only at Prince William Water's option.

## **5.23 Competency of Offeror**

- A. As part of its evaluation process, Prince William Water may make investigations to determine Your abilities to perform under this RFP. Such investigations may include requests for information such as Dun & Bradstreet reports, financial statements, bank, project or other references, information regarding other work under contract and the bonding of Subconsultants where applicable. Prince William Water reserves the right to REJECT Your Proposal Package if You fail to satisfy Prince William Water that You are properly qualified to carry out the obligations under this RFP.
- B. Prince William Water will not consider a Proposal Package or select a contract to any person, company or corporation that is in arrears, or is in default to Prince William Water

upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to Prince William Water. The Offeror, if requested, must present within forty-eight (48) hours evidence satisfactory to the Procurement Officer of performance ability, and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of Contract Documents.

#### **5.24 Protest**

- A. Any Offeror or Offerors may protest the award of, or the decision to award, a contract to any other Offeror or Offerors in accordance with §2.2-4360 of the Code of Virginia, by submitting a written protest to the Procurement Manager at the address at the beginning of this RFP, within ten (10) days after the award of the contract or the decision to award a contract is made, whichever occurs first.
- B. Any protest shall state in detail the basis therefore, and the specific relief requested.
- C. Written Submission:
  - 1. The protester shall present its protest in a concise and logical written format to facilitate review. Failure to substantially comply with any of the requirements of this subsection may be grounds for dismissal of the protest.
  - 2. The protest shall include at least the following information:
    - a) Name, address, email address, and fax and telephone numbers of the protester;
    - b) Solicitation number;
    - c) Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
    - d) Copies of supporting documents, if any;
    - e) Statement of relief requested;
    - f) All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision; and,
    - g) All information establishing the timeliness of the protest.
- D. The Director of Management and Budget shall decide all protests within ten (10) Days of receipt and shall issue a written finding. This decision shall be final unless the protester institutes legal action in accordance with §2.2-4364 of the Code of Virginia.

### **SECTION 6 SUBMITTAL REQUIREMENTS**

#### **6.1 Submittal Requirements**

Firms, organizations, or individuals (hereafter “Offerors”) interested in submitting a Proposal Package (offer) in response to this RFP should submit one (1) original, marked “ORIGINAL,” and five (5) copies, each marked “COPY” and one (1) USB Thumb Drive of their Proposal Package for review and evaluation by Prince William Water. Prince William Water will consider Your failure to follow these instructions during the evaluation process.

## **6.2 Economy of Presentation**

You should prepare Your Proposal Package simply and economically, providing a straightforward, concise description of Your solution and capabilities to satisfy the conditions and requirements of this RFP. Prince William Water does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances Prince William Water's understanding of Your offer. Your emphasis should be on completeness and clarity of content.

## **6.3 Proposal Package Guidelines**

- A. To facilitate analysis of Your Proposal Package, You should prepare Your Proposal Package in accordance with the instructions outlined in this section. Prince William Water will consider Your failure to follow these instructions during the evaluation process.
- B. Prince William Water emphasizes that You should concentrate on accuracy, completeness, and clarity of content. Do not assume that You will have any opportunity to make a presentation or explain any item or detail.
- C. **Cross Referencing**: To the greatest extent possible, You should compose each section on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the Proposal Package. Unless otherwise clearly noted in a section, the Selection Committee will assume that information requested for Proposal Package evaluation which is not found in its designated section has not been included in the Proposal Package.
- D. **Indexing**: You should include a table of contents to delineate the topics and subsections for each Tab with more than five (5) pages.
- E. **Glossary of Definitions, Abbreviations and Acronyms**:
  - 1. You should include a glossary of all key words or phrases that if misinterpreted by Prince William Water would impact the success of this Project.
  - 2. You should identify and spell out any abbreviation or acronym used, with an explanation for each.
  - 3. Glossaries do not count against the page limitations for their respective sections.
- F. **Page Size and Format**:
  - 1. A "page" is defined as all information that can be legibly printed within one piece of 8.5 x 11-inch piece of paper in accordance with the requirements 2-8 below:
  - 2. Text should be single-spaced;
  - 3. Text should be left justified;
  - 4. Text should be printed in a "portrait" layout;
  - 5. The text size should be not less than 11 point or more than 14 point;
  - 6. Margins should be one (1) inch on all four (4) sides;
  - 7. Pages should be numbered sequentially by Tab and Section; and,

8. Printed materials should be duplexed / double-sided printing on sustainable materials as long as it does not prevent a reader from clearly understanding the Proposal Package.
- G. You should submit legible tables, charts, graphs, figures, and pictures wherever practical to depict Your organizations, systems and layouts, implementation schedules, plans, etc. These displays should be uncomplicated, legible and should be printed on 8.5 x 11-inch paper.

**H. Binding and Labeling:**

1. You should submit the original paper Proposal Package with section tabs. The Offeror may have the option to use three-ring loose leaf binder(s), binding screws, case binding or paperback binding.
2. You should not staple pages together.
3. You should include a cover sheet in each binder, clearly marked with RFP SA 2512 – Owner’s Consultant Services for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build and the Offeror’s name. You should place the same identifying on the spine of each binder.

**I. Proposal Package:**

1. You shall provide one (1) original and five (5) copies of the Proposal Package for this RFP in the required paper format described above with all the original signatures in a pen ink color other than black. Digital or electronic signatures are not acceptable.
2. You should submit one (1) complete copy of the entire Proposal Package on USB Thumb Drive.
3. You should include on the USB Thumb Drive in addition to all of the required Proposal Package submittal information, a text “INDEX” file that lists all files on the USB Thumb Drive with the complete file name (filename plus extension) and a concise written description of what is included in the file.
  - a) You should submit all text files in the PDF format.
  - b) You should submit spreadsheets in a Microsoft Excel format.
  - c) You should scan and submit manufacturers’ specifications pages in the PDF format, or, in an HTML format.
  - d) You should submit pictures, photos, and/or drawings in JPG, BMP or GIF formats.
  - e) You should clearly print: “RFP SA 2512 – Owner’s Consultant Services for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build ” and the Offeror’s name directly on the top surface of each USB Thumb Drive with an indelible marker.
  - f) Electronic or facsimile (FAX) submission of Proposal Packages is not permitted for this RFP.

## 6.4 Proposal Package Sections

You should organize Your Proposal Package into the following major sections:

### **Tab 1 – Introduction, Profile & Required Information**

- A. **RFP Cover Page and RFP Submission Form.** The RFP cover page and RFP Submission Form, completed and signed.
- B. **Statement of Interest** (not more than one page). To be submitted on letterhead expressing why You are interested in this Project.
- C. **Understanding of Services to be Provided** (not more than three (3) pages). State in Your own terms what You think this solicitation is about. Succinctly, describe Your understanding of Prince William Water’s challenge. Succinctly, describe in Your own terms what You think are Prince William Water’s anticipated outcomes.
- D. **Service Delivery Plan.** Describe succinctly how You plan to accomplish each of the objectives of these services.
- E. **SWaM Subcontracting Plan:** Consultants are encouraged to offer subcontracting opportunities to SWaM businesses to the greatest extent possible. If applicable, please provide a subcontracting plan with SWaM (Small, Women-owned, Minority-Owned and Service-Disabled Veteran-Owned Enterprises). (Reference Form D)
- F. **Firm Profile / Firm History** (not more than 2 pages, front and back). Submit a brief profile of the firm describing its history, capabilities and recent successes.
- G. **Negotiation Team.** List the full names and functional titles of each person that will be part of Your negotiation team.
- H. **Acknowledgement of Addenda,** (if any).
- I. **Licenses & Permits.** Documentation showing any licenses and/or permits required and applicable to this requirement. Virginia licenses are required for all key staff; Professional Engineer (PE) and Land Surveyor (LS) from prime Consultant and Subconsultant.

### **Tab 2 – Evaluation Criteria**

- A. **Staffing Plan and Experience of Key Personnel:** (Each resume shall be no more than 1 page, front and back.
  - 1. Provide a staffing plan and list the full names and functional titles of all Key Personnel that will be part of the Project. Key Personnel are defined as any person whose actions or inactions can impact the successful outcome of the Project. Key Personnel may include but are not limited to the following: Construction Manager,

Program Manager, Project Manager, Design Review Lead, Chief Estimator, Lead Schedule Analyst, Public Liaison, Start Up and Commissioning Lead, and Project Controls Manager. Personnel designated as "Chief" are those in review, supervisory, or other roles in which they oversee or review the work of their discipline. Describe the role each will perform in successfully accomplishing this Project. (Reference Tab 1.E and Form D, SWaM Subcontracting Plan)

2. Include a proposed Project Organization Chart for all personnel, Subconsultants and outside personnel to be used on this Project.
3. Outside Professionals. List the names, full company mailing address, telephone numbers, e-mail, web address, and contractual relationship with the Offeror of all Consultants or Subconsultants that will be part of the Project. Describe the role each Consultant or Subconsultant will perform in successfully accomplishing this Project.
4. Program / Project Manager. List the full name, business address, office telephone, cell phone, and e-mail address of the individual that will act as the program / project manager for the Project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
  - a) Years of experience within the area of specialty;
  - b) Length of and type of service with firm;
  - c) Length of and type of service with any other firm, including name of the firm, during the last 10 years; and,
  - d) Education and formal training, including copies of any pertinent and required licenses / certifications.
5. Provide resumes of all other Key Personnel on the Project team, including Key Personnel from any major Subconsultant, that is expected to provide a substantial amount of effort under the Contract. The employer of any Key Personnel must be clearly identified. Information included as part of the resumes shall only relate to that individual's experience and ability to perform on this Contract. Do not furnish information on the individual's social, civic, or fraternal activities.
6. Prince William Water reserves the right to conduct or have conducted, background checks (professional, criminal, financial) on any person or organization proposed for this Project).
7. Prince William Water prefers that the Offeror includes at least one individual on their team who is certified by the Design-Build Institute of America (DBIA).
8. Geographical availability: Offeror should be able to demonstrate that key field personnel are located within a 50-mile radius of the Featherstone Sewage Pumping Station, L16 located at 15023 Farm Creek Dr, Woodbridge, Virginia 22191.

9. Provide the diversity policies and/or plans for the Offeror and all Subconsultants. Information may include EEO Reports, minority-owned business information, or other diversity plans or practices.
10. If your firm does not want the data submitted in the Proposal disclosed, follow the procedure specified in Section 5.22 Limited Confidentiality of Information. All references used shall contain the name, address, office telephone number, cell phone number, and email of the customer. Confidential clients will not be accepted as references.

**B. Qualifications and Experience of the Firm in the Public Utilities Sector:** Include example projects that best illustrate the team's qualifications for this requirement. (Each example project write-up shall be no more than 3 pages front and back

1. Example Projects: If possible, select projects where multiple proposed team members worked together and that demonstrate the team's capability to perform work similar to that required for this solicitation. Submit the following minimum information for each project. Present at least six (6) example projects.
  - a) Title and location of project;
  - b) Approximate value of Offeror's contract on the project;
  - c) Approximate value of design-build project, (i.e., what was paid to the design-build team for design and construction);
  - d) Information on the change orders to the Offeror's contract including reason for change orders, quantity of change orders and the total value of change orders as a percentage of the initial project value;
  - e) Project duration (start/finish dates);
  - f) Specifics of the services performed by the Offeror; and,
  - g) Point of Contact: Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the Offeror's performance. List telephone number and e-mail.

Example projects should focus on the Offeror's past experience as a prime Consultant on projects that are comparable to the Work outlined in this solicitation. The Offeror shall emphasize projects that spanned conceptual design through construction, startup, and commission. The Offeror shall describe how key individuals proposed for the Work under this Contract were used in the example projects. Discuss the relevance of each example project to the Work included in this solicitation.

2. Offeror should demonstrate knowledge and experience with obtaining permits from Prince William County Permits or other local agencies in Commonwealth of VA.

C. **Availability of the Firm and Key Personnel**: Provide the current and anticipated workload of the firm and Key Personnel during the course of this requirement. The Offeror shall submit a list of all ongoing (at the time of the Proposal submittal) contracts over \$1 million in value that include any of the Key Personnel, outlining the role of the Key Personnel. Provide an analysis of the capacity of the Offeror with respect to the Contract considering existing corporate capabilities and the following items:

1. Existing commitments of Key Personnel.
2. Local support staff needed for the Project.
3. Expected drawdown of existing commitments of Key Personnel during the Project duration.
4. Expected growth or reduction of the local offices of the organizations that make up the team.
5. Expected new work, other than the Contract, that might have an impact on the Project.
6. Offeror shall provide a forward looking five (5) - year timeline addressing these items.

D. **Management and Technical Approach to the Owner's Consultant Services**: Discuss the approach to providing the services outlined in Attachment A Scope of Work for this Project.

1. Describe in detail how You intend to accomplish the requirements presented in Attachment A – Scope of Work. List all assumptions made in preparing Your approach.
2. Describe in detail how, as the Owner's Consultant, You intend to track and coordinate all information, deliverables, data, design decisions, action items, and all other information such that it will be accessible and searchable during and after the completion of the Project.
3. Describe in detail how You intend to ensure all documentation is updated into a searchable archival data system that can be accessed after the completion of the Project to include decision logs, action items, comment logs, and meeting minutes.
4. Describe Your methods and how they will be applied for measuring, monitoring and ensuring productivity and performance of the Design-Builder as well as your team.

5. Discuss Your approach to cost control on this Project - specifically the cost to Prince William Water for the design and construction work to be done by the Design-Builder.
6. Discuss Your approach to determining price reasonableness of the Design-Builder's Guaranteed Maximum Price (GMP). Discuss how You would assist Prince William Water in negotiating the GMP with the Design-Builder.
7. Discuss Your approach to relationship management between the design engineer, the contractor, the Owner and the Owner's Consultant.
8. Discuss Your approach to managing construction costs during the construction period (i.e., between the time of acceptance of the GMP by the Owner to Substantial Completion.)
9. Discuss Your approach to cost control of the Consultant's team over the duration of the Project.
10. Capabilities
  - a) Describe Your techniques for assuring efficient use and balance of Your manpower, material, and equipment. Include in Your submission any other information that You deem necessary to describe Your firm's capabilities to efficiently execute the Work.
11. Innovation
  - a) Prince William Water is interested in creativity and innovation. Please provide information that demonstrates how your firm will use creativity and innovation to address the Scope of Work.
  - b) Discuss any additions, deletions, or changes to the Scope of Work You feel will improve the Project.
12. Operational Management Plan
  - a) The Offeror shall describe the planning and project management procedures that will be applied to ensure successful completion of the Work requirements.
  - b) Authorities and Responsibilities. Describe the responsibilities of and authorities granted to Key Personnel in Your proposal. The authority descriptions can include acceptance of change orders or modifications, chief negotiator, acceptance of contractor's final cost proposal, authority to stop work, etc.
13. Project Management Information System (PMIS).

The Owner's Consultant shall provide access through the internet to a Project Management Information System (PMIS) for use on this Project.

The PMIS shall be used for document management during all Project phases, managing and tracking deliverables, comments, RFIs, submittals, meeting minutes, design decision and all other Project information. The PMIS shall also be built with workflows for invoice review and approval and for change order management.

In short the PMIS shall be the single source of truth for the Project.

The Owner's Consultant shall provide access to the PMIS to all parties having a role on this Project, including the Design-Builder, the Owner and all subconsultants. Prince William Water shall have access to the PMIS at all times during the Project. The Owner's Consultant shall develop, coordinate and maintain the PMIS for the Project. If there are server, software or other technical issues with access to the PMIS during the Project, the Owner's Consultant shall advise Prince William Water and other users including the Design-Builder on the issue and timing of resolution.

The Owner's Consultant shall conduct multiple training sessions through a Microsoft (MS) Teams videoconference for Prince William Water and other users, including the Design-Builder within 60 calendar days from NTP for the Design-Builder.

14. Consultant Quality Control Plan (CQCP). The Offeror shall include, as a minimum, the following information concerning its quality control procedure;
  - a) Examples of the Consultant Quality Control Plan used by the Offeror during projects similar to the Work described in this solicitation.

### **Tab 3 – Proof of Insurability**

Provide either a completed Accord form or a signed letter from Your insurance agency on its letterhead stating that You have or can get the required insurance coverage. See Attachment B – Required Insurance Limits for minimum requirements.

### **Tab 4 – References**

- A. Provide at least six (6) recent references where the proposed product /service has been successfully used within the past five (5) years. Please provide this information in Tab 2.B.1 Example Projects.
- B. Prince William Water cannot be used as a reference, however all past performance with Prince William Water will be considered during the evaluation process.

### **Tab 5 – Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous five (5) years where a court or administrative agency has ruled for or against You or Your organization in any matter related to You or Your organization's professional activities.

### **Tab 6 –Subconsultants**

- A. Provide a list of any proposed Subconsultant (s) that You may use on this Project. Provide the same information required in Tab 1 Sections E and F, Tab 2 Section A, and complete Tabs 3, 4, and 5 for each Subconsultant.
- B. Include a completed Subconsultant Reference Form for each Subconsultant proposed. Please use the attached **Form B – Subconsultant Reference Form**.
- C. Include a completed Subconsultant No Conflict of Interest Form for each proposed Subconsultant. Please use the attached **Form C – Subconsultant No-Conflict of Interest Form**.

### **Tab 7 – Other Information**

Provide any information that will provide insight to Prince William Water about Your qualifications, fitness, and abilities. This information should be succinct.

### **Tab 8 – Financial Stability**

**Please note that the information requested under this Tab is not a requirement at the time of Proposal submission. You may note under this Tab that the information will be provided upon request.**

You shall certify and provide a statement that You are financially stable and have the necessary resources, human and financial, to provide the services at the level required by Prince William Water. You should attach a copy of Your latest audited financial statement and Your latest Dun & Bradstreet (D & B) report. If You do not have an audited financial statement, provide Your latest financial statements and Your latest Dun & Bradstreet (D & B) report. Prince William Water reserves the right to use a third-party to verify financial information provided in any Proposal Package.

You shall be prepared to supply Your latest financial statement upon request, preferably a certified audit; however, Prince William Water will accept a third party prepared financial statement and the latest Dun & Bradstreet (D & B) report.

## SECTION 7 INSURANCE REQUIREMENTS

- A. Each Offeror shall include in its Proposal Package proof of insurance capabilities, including but not limited to, the following requirements: *(Coverage must be purchased and in place prior to a purchase order or contract being executed by Prince William Water.)*
- B. The Consultant shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to Prince William Water.
- C. The Consultant shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated in the solicitation. Proposal Packages must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.
- D. The Consultant 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 Consultant 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 the contracted Work.
- E. The Consultant shall, during the continuance of all Work under the Contract provide and agree to maintain the following:
  - 1. Worker's Compensation and employer's liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or consultants, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - 2. General liability insurance in the amount prescribed by Prince William Water, to protect the Consultant, its Subconsultants, and the interest of Prince William Water, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted Work. The general liability insurance shall also include the "Broad Form General Liability Endorsement", in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability coverage shall continue in force for one (1) 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 Consultant. In addition, all mobile equipment used by the Consultant in connection with the contracted Work, will be insured under either a standard automobile liability policy, or a commercial general liability policy.

- F. 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.
- G. The Consultant shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A-:VII.
- H. The Consultant shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Procurement Manager before any work is started.
- I. The Consultant will secure and maintain all insurance policies of its Subconsultants which shall be made available to Prince William Water on demand.
- J. The Consultant will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) Days of demand by Prince William Water. These certified copies will be sent to Prince William Water from the Consultant's insurance agent or representative.
- K. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) Day written notice to the Procurement Manager. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Procurement Manager.
- L. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the Contract term, Prince William Water shall have the absolute right to terminate the Contract without any further obligation to the Consultant, and the Consultant shall be liable to Prince William Water for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- M. Compliance by the Consultant and all Subconsultants with the foregoing requirements as to carrying insurance shall not relieve the Consultant and all Subconsultants of their liabilities and obligations under this section or under any other section or provisions of the Contract.
- N. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude Prince William Water from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subconsultants and any person employed by the Subconsultants.
- O. Nothing contained herein shall be construed as creating any contractual relationship between any Subconsultant and Prince William Water. The Consultant shall be as fully

responsible to Prince William Water for the acts and omissions of the Subconsultants and of persons employed by them as it is for acts and omissions of persons directly employed by it.

- P. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- Q. The Consultant and all Subconsultants shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- R. If the Consultant does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Procurement Manager, may be considered.
- S. Prince William Water shall be named additional insured in the general liability policies and stated so on the certificate of insurance.
- T. Coverages and Limits – For specific Coverages and Limits required for this project, see **Attachment B Required Insurance Limits.**

## **SECTION 8 FORMS**

Included on the subsequent pages are the following forms:

Form A – Offeror Reference Form (Not Used)

Form B – Subconsultant Reference Form

Form C – Subconsultant No-Conflict of Interest Form

Form D – SWaM Subcontracting Plan

Form E - Proposal Package Checklist

Form F – State Corporation Commission (SCC) Form

Form G – Proprietary Information

Form H – Key Personnel

**Form A – Offeror Reference Form (NOT USED)**

(Prince William Water cannot be used as a reference.)

The Offeror shall be a competent and experienced organization with an established reputation within the community performing the type of work required for this contract. The Offeror shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of at least five (5) recent projects completed by Your firm that can substantiate past work performance and experience in the type of work required for this contract. Prince William Water may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to Prince William Water all such information and data for this purpose as Prince William Water may request.

1. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

2. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

3. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

4. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

5. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

**Form B – Subconsultant Reference Form**

**(Submit a separate reference form for each proposed Subconsultant)**

Prince William Water reserves the right to reject offers from any firm not meeting the minimum qualifications. If any proposed's experience is not deemed acceptable to Prince William Water, Prince William Water shall inform the Consultant and the Consultant must identify an acceptable substitute prior to award without affecting the prices proposed. Subconsultant shall be a competent and experienced firm with an established reputation within the community. Each subconsultant shall have performed similar work for a minimum period of five (5) years. Furnish a representative list of at least three (3) projects.

**Subconsultant's Name:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**DESCRIPTION OF ITEM(S) TO BE SUBCONTRACTED:** \_\_\_\_\_

1. Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Current phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_

Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Current phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_

Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

3. Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Current phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_

Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

**Form C – Subconsultant No-Conflict of Interest Form**

I HEREBY CERTIFY that

1. I (*printed name*) \_\_\_\_\_ am the  
(*title*) \_\_\_\_\_ and the duly authorized representative of the firm of  
(*Firm Name*) \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I  
possess the legal authority to make this affidavit on behalf of myself and the firm for which I am  
acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real  
or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Proposal Package is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a Proposal Package for the same services, and is in all  
respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

Personally Known \_\_\_\_\_  
or Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL  
PACKAGE FOR EACH PROPOSED**

### **Form D - SWaM Subcontracting Plan**

In reference to Section 1 Introduction and Attachment E in the solicitation, the Bidder/Offeror should provide its SWaM Subcontracting Plan by completing the following:

**Bidder/Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will be doing the work:** ☐ **I plan to use SWaM certified Subcontractors.**  
☐ **I am a certified SWaM business and plan to complete all work.**  
☐ **I am not a certified SWaM business and I have no plan to use SWaM certified Subcontractors.**

#### **Instructions**

- A. If you are a certified SWaM business, complete only Section A of this form.
- B. If you are not a certified SWaM business, complete Section B of this form.
- C. If you are not a certified SWaM business and do not have a plan to use certified SWaM subcontractors, please provide your subcontractors' information by completing Form B.

#### **Section A**

If your firm is certified SWaM business provide your certification number and name of the certifying organization and the date of certification.

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Name of Certifying Origination: \_\_\_\_\_

#### **Section B**

If the "I plan to use SWaM certified Subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of certified SWaM businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified SWaM businesses include but are not limited to certified women-owned and minority-owned businesses and businesses with service-disabled veteran-owned status that have a SWaM business certification.

#### **B. Plans for Utilization of SWaM for this Procurement**

##### **Subcontract #1**

Company Name: \_\_\_\_\_ SWaM Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SWaM Certification: \_\_\_\_\_

Certifying Organization: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #2**

Company Name: \_\_\_\_\_ SWaM Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SWaM Certification: \_\_\_\_\_

Certifying Organization: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SWaM Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SWaM Certification: \_\_\_\_\_

Certifying Organization: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SWaM Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SWaM Certification: \_\_\_\_\_

Certifying Organization: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

### **Form E – Proposal Package Checklist**

Before submitting Your Proposal Package, review the submittal requirements and ensure each section is included. Failure to include the required materials may preclude the Selection Committee from considering Your Proposal Package.

RFP Reference	Description	N/A (x)	✓	By (initial)	PWCSA Use
Sect. 5.2	Delivery of Proposal Package				
Sect. 6.3 E	Glossary of Definitions, Abbreviations and Acronyms				
Sect. 6.3 H	Binding and Labeling				
Sect. 0 Tab 1 Sec A	RFP Cover Page and RFP Submission Form				
Sect. 0 Tab 1 Sec B	Statement of Interest				
Sect. 0 Tab 1 Sec C	Understanding of Services to be Provided				
Sect. 0 Tab 1 Sec D	Service Delivery Plan				
Sect. 0 Tab 1 Sec E	Firm Profile/Firm History				
Sect. 0 Tab 1 Sec F	Negotiation Team				
Sect. 0 Tab 1 Sec G	Acknowledgement of Addenda				
Sect. 0 Tab 1 Sec H	Licenses & Permits				
Sect. 0 Tab 2 Sec A	Staffing Plan and Experience of Key Personnel				
Sect. 0 Tab 2 Sec B	Qualifications and Experience of the Firm				
Sect. 0 Tab 2 Sec C	Availability of the Firm				
Sect. 0 Tab 2 Sec D	Approach to the Owner's Consultant Services				
Sect. 0 Tab 2 Sec E	Task Control and Project Management Experience				
Sect. 0 Tab 3 & Attachment B	Proof of Insurability				
Sect. 0 Tab 4	References				
Sect. 0 Tab 5	Litigation				
Sect. 0 Tab 6	Subconsultants				
Sect. 0 Tab 7	Exceptions and Other Information				
Sect. 0 Tab 8	Financial Stability				
Form A	Offeror Reference Form (Not Used)				
Form B	Subconsultant Reference Form				
Form C	Subconsultant No-Conflict of Interest Form				
Form D	SWaM Subcontracting Plan				
Form E	Proposal Package Checklist				
Form F	State Corporation Commission (SCC) Form				
Form G	Proprietary Information				

## **Form F - State Corporation Commission Form**

Under Section 5.6 of the General Provisions of Contract Agreement, the Bidder/Offeror agrees, if this bid is accepted by Prince William Water, for such services and/or items, that the Bidder/Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder/Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for termination by Prince William Water.

Bidders/Offerors shall complete the following by checking the appropriate line that applies and provide the required information. Bidders/Offerors:

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

☐ is pending before the SCC **an application that was submitted prior to the due date and** time **of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for bids/proposals. (*Prince William Water reserves the right to determine in its sole discretion whether to allow such waiver.*)

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

\_\_\_\_\_  
Legal Name of Bidder /Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

### **Form G - Proprietary Information**

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

#### **NOTICE OF PROPRIETARY INFORMATION**

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

<b>Section Title</b>	<b>Page Number</b>	<b>Reason(s) for Withholding from Disclosure</b>

**RETURN THIS PAGE, IF APPLICABLE**

## FORM H – OWNER’S CONSULTANT’S KEY PERSONNEL

### RFP SA 2512- Owner’s Consultant Services for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build

#### Key Personnel

	Key Personnel Role	Title	Name	Years of Professional Experience
1	Project Manager			
2	Design Review Lead			
3	Construction Manager			
4	Lead Schedule Analyst			
5	Start up and Commissioning Lead			
6	Public Liaison			
7	Project Control Manager			
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				

## **ATTACHMENT A**

## **SCOPE OF WORK**

Prince William Water is seeking proposals for the selection of an Owner's Consultant for Featherstone Sewage Pumping Station, L16, and Force Main Design-Build Project (herein referred to as the "Design-Build Project" or "Project"). The Owner's Consultant will provide services that include, but are not limited to, assistance with the selection of the Design-Builder, general project management, accounting and administrative services, support during the design phase, assistance with Guaranteed Maximum Price review and negotiations, construction management, and inspections.

Prince William Water desires to contract with an experienced firm to provide Owner's Consultant and construction management services for the duration of the design and construction of the Project. The Owner's Consultant shall serve as Prince William Water's project representative and on-site project manager; perform design review services; coordination, and facilitation of design and management workshops; reviewing administrative documents and cost estimates; provide construction management and inspection services; and provide technical guidance and expertise during the course of the Project.

### **SECTION 1 GENERAL PROJECT REPRESENTATIVE SERVICES**

The Owner's Consultant shall provide professional management services as defined herein and in the Construction Industry Institute (CII). In performance of this effort, the Owner's Consultant does not assume any design or construction responsibilities. These responsibilities lie solely with the Design-Builder selected by Prince William Water to perform the design and carry out the construction of the Project. The Owner's Consultant shall provide project representative services and shall act as Prince William Water's project representative in managing the work of the Design-Builder.

The Owner's Consultant shall interact with Prince William Water and the Design-Builder in matters pertaining to the Project in general. The Owner's Consultant shall interact with subcontractors only through or with the full knowledge and approval of the Design-Builder.

The Owner's Consultant shall serve as Prince William Water's liaison with the Design-Builder, working principally through the Design-Builder's authorized representative, in providing information regarding the intent of the Contract Documents. Prince William Water and the Design-Builder shall conduct all Project communications through the Owner's Consultant. The Owner's Consultant shall serve as Prince William Water's liaison with Design-Builder when the Design-Builder's operations affect Prince William Water's onsite operations. The Owner's Consultant shall coordinate additional details or information from Prince William Water when required for proper execution of the work.

The Owner's Consultant shall not undertake any of the responsibilities of the Design-Builder, subcontractors, suppliers, or Design-Builder's superintendent. The Owner's Consultant shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Design-Builder's work unless such advice or directions are

specifically required by the Contract Documents. The Owner's Consultant shall forward any requests for deviations or substitutions to Prince William Water.

The Owner's Consultant shall have access to the Project at all times when it is in preparation or progress.

### **1.1 General Project Oversight**

The Owner's Consultant shall provide general Project oversight of the Design-Builder throughout the Project. This includes oversight of all Design-Builder activities, overall coordination between the Design-Builder and Prince William Water, meeting management, documentation management, cost monitoring and Project reporting.

Time is of the essence. Throughout the term of this contract, the Owner's Consultant shall use its best efforts to act on behalf of Prince William Water to ensure that the Project remains on schedule, within budget, fulfills the Project intent, performance requirements and specified quality.

### **1.2 Project Management Plan**

The Owner's Consultant shall prepare and provide a Project Management Plan that includes, but is not limited to: project management procedures, performance plan and strategies to demonstrate the steps and actions the Owner's Consultant shall implement to ensure Prince William Water's Project goals are met. The Project Management Plan shall include a Contract Administration Plan, Communication Plan, Schedule Management Plan, Cost Control Management Plan, Quality Management Plan, Document Management Plan, Change Management Plan, Risk Management Plan, Commissioning Plan, and Safety Management Plan. The Project Management Plan shall clearly identify the Owner's Consultant's roles and responsibilities in coordinating and controlling all tasks associated with performing project representative and construction management services as required by the Contract Documents for the Project.

The Owner's Consultant shall establish basic Project communication protocols including document control procedures system to expedite coordination including a roles and responsibility matrix.

The Owner's Consultant shall prepare and submit guidelines for the orderly interactions of the multiple Prince William groups such as the Project Manager, Operations and Maintenance, the SCADA Group, Executive Management, the Design-Builder, and Owner's Consultant staff involved in and committed to the successful completion of the Project.

### **1.3 Project Meetings**

The Owner's Consultant shall provide coordination and prepare and facilitate Project meetings including but not limited to: the Project kick-off meeting, monthly progress meetings, applications for payment review meetings, schedule review meetings, change order

management, status calls and any other meeting deemed necessary to successfully deliver the Project to Prince William Water.

#### **1.4 Project Management Information System (PMIS)**

The Owner's Consultant shall select and use an internet-based PMIS that allows access and queries from all parties involved in the Project to manage all Project-related documents including correspondence, internal and external submittals, meeting minutes, and notifications over the period of the Contract. The Owner's Consultant shall initiate, develop, configure, respond, and produce tracking logs for the full range of documents developed and managed during the Project, including other Project documents such as the Owner's Consultant's documents to and from Prince William Water and internal documents.

The Owner's Consultant shall configure various workflows for document review and approval, including but not limited to, for: design deliverables, technical memos, RFIs, pay applications, and change orders.

The Owner's Consultant shall provide access and technical support for the PMIS to all parties having a role on this Project, including the Design-Builder, and the Owner. Prince William Water shall have access to the PMIS at all times during the Project. The Owner's Consultant shall develop, coordinate and maintain the PMIS for the Project. If there are server, software or other technical issues with access to the PMIS during the Project, the Owner's Consultant shall advise Prince William Water and other users on the issue and timing of resolution.

#### **1.5 Schedule Management**

The Owner's Consultant shall review, analyze, and report on the Design-Builder's schedules including the baseline Project schedule and all monthly updates to verify that planned activities are logical and reasonable, and that the schedule information (actual start and finish dates) are accurate and in compliance with the requirements of the Contract Documents. The Owner's Consultant shall review the schedules prepared by the Design-Builder for compliance with the Contract Documents and perform Critical Path Method (CPM) schedule analysis of baseline schedules, revised baseline schedules, schedule updates, recovery schedules, and Time Impact Analyses (TIAs).

#### **1.6 Cost Control Management and Design-Builder's Applications for Payment**

The Owner's Consultant shall provide accounting and cost control services, including preparing the control schedule of the Design-Builder's Applications for Payment, payment and expense reconciliation, direct labor and labor burden analysis, equipment rentals analysis, job owned and equipment analysis, bonds and insurance analysis, change order analysis and review including pricing, material purchase for compliance with the established procedure set forth in the Contract Documents including the Design-Builder's schedule of values, payroll, overtime, expenses, and work completed. The Owner's Consultant shall prepare a memo recommending payment to Prince William Water along with the Design-Builder's pay application.

The Owner's Consultant shall prepare a cost control schedule that includes a list of overall costs to Prince William Water, based on the appropriateness and completeness of the applications for payment and the state of completion of the work and the principles presented in the Contract Documents.

### **1.7 Risk Management**

The Owner's Consultant shall review the Design-Builder's submitted Risk Registers and conduct Risk Register reviews with Prince William Water and the Design-Builder on a monthly basis. The Owner's Consultant shall review the Risk Registers for appropriate identification of Project issues that could adversely affect the schedule, cost, and quality or Prince William Water operations. Categories of risk may include, but are not limited to: weather, existing utility conflicts, permits, coordination with adjacent concurrent contracts, Design-Builder resources, Prince William Water resources, Owner's Consultant resources, materials availability, inspections, and testing, Prince William Water operations, and unforeseen/hazardous materials. The Owner's Consultant shall review each risk item for proper priority ratings and potential risk mitigation options. The Owner's Consultant shall provide recommendations in writing to Prince William Water for updates to the Risk Register. The Owner's Consultant shall help the owner identify appropriate contingencies for undefined scope, risks, and the owner's reserve.

### **1.8 Quality Control**

The Owner's Consultant shall provide a quality control/quality assurance manual to be implemented throughout the Project Work activities and Project deliverables. The Owner's Consultant shall conduct material testing (including concrete testing) as part of the quality control/quality assurance program.

### **1.9 Monthly Project Status Reports**

The Owner's Consultant shall manage and prepare Monthly Project Status Reports of the Owner's Consultant's services during the monthly period to include, but not limited to, status of staffing, invoicing and any changes to this contract, and a summary of work anticipated for the next monthly period.

### **1.10 Preparation of Project Information as Needed for Internal Reporting**

The Owner's Consultant shall prepare PowerPoint slides or summary memo as requested summarizing Project progress for Prince William Water senior leadership and Board of Directors.

## **SECTION 2 ACCOUNTING, FUNDING AND COST OF WORK SERVICES**

### **2.1 Overall Accounting and Administration Services**

The Owner's Consultant shall provide accounting and administrative services to include, but not limited, to preparation of schedules, reconciliation of project expenditures, direct labor analysis, labor burden analysis, equipment rental analysis, job-owned equipment analysis and others.

The Owner's Consultant is representing the Owner's best interest and shall:

1. Gain a detailed understanding of the specific job components that affect overall cost to the Owner.
2. Ensure that discrepancies do not exist between the contract billings and the actual payments.
3. Ensure that all costs associated with direct labor are defined as reimbursable, have actually been incurred and are billed at the actual cost or in accordance with the contract.
4. Ensure that all costs associated with the labor burden are defined as reimbursable, have actually been incurred and are billed at actual cost in accordance with the contract.
5. Ensure that all charges for equipment rental are defined as reimbursable, have actually been incurred and are billed at actual cost or in accordance with the contract. A secondary objective is to ensure that excess charges for equipment rental are not charged to cost-reimbursement type contracts.
6. Ensure that the Owner obtains an appropriate credit for all equipment purchased and charged to the job.
7. Ensure that all specified bonds and insurance are actually purchased and for the specific contractual values.
8. Gain a detailed understanding of the specific change order pricing components that affect the overall value of the Contract.
9. Ensure that change orders are priced in accordance with the contract documents and that deficiencies do not exist in the pricing methodologies or the pricing data.
10. Ensure that all costs associated with material purchases are defined as reimbursable, have actually been incurred and are billed at actual cost or in accordance with the Contract.

11. Ensure that the contractor has not overcharged or increased their overall profits or their share of savings as a result of providing less than the contracted scope of work.
12. Provide an independent verification of the quality control process.
13. Perform an independent field verification of contracted work to ensure that it is in compliance with the plans and specifications.
14. Ensure that all charges for Subcontracts are defined as reimbursable, have actually been incurred and are billed at actual cost or in accordance with the Contract.

## **2.2 Perform Cost Estimating Functions**

The Owner's Consultant shall provide cost estimating as requested for equipment, materials and construction related to the Project. This may be during Guaranteed Maximum Price negotiations with the Design-Builder or when reviewing change order proposals. The Owner's Consultant shall track costs estimates over time for any changes and justification for cost changes.

## **2.3 Assistance with Guaranteed Maximum Price Negotiations**

The Owner's Consultant shall, as requested, provide services to assist the Owner in negotiating a Guaranteed Maximum Price (GMP) with the Design-Builder for construction of the design packages or in providing bidding support services if a GMP cannot be negotiated with the Design-Builder. If the Project goes to bid and does not proceed as a design-build project, the Owner's Consultant will work with the Owner to prepare and deliver bid documents, interpret/clarify contract documents, respond to requests for additional information, develop addenda, produce bid summaries, and review requests for changes or equipment substitutions.

# **SECTION 3 DESIGN MANAGEMENT SERVICES**

## **3.1 Design Meetings**

The Owner's Consultant shall schedule, attend, and facilitate design progress meetings, submittal review meetings, and design workshops with Prince William Water and the Design-Builder.

The Owner's Consultant and their appropriate subject matter experts shall review each design submittal and provide comments to Prince William Water, receive comments from Prince William Water, and make sure that all comments are completely addressed by the appropriate party. The Owner's Consultant shall track, manage and log decisions, action items, comments logs, and meeting minutes. The Owner's Consultants shall also ensure all information and documentation is updated into a searchable archival data system.

### **3.2     Design Field Visits**

The Owner's Consultant shall coordinate and attend all field visits while the Design-Builder is on site, take notes, review any Preliminary Field Investigation Reports from the Design-Builder, and work with Prince William Water and the Design-Builder to answer questions.

### **3.3     Design Submittal Reviews**

The Owner's Consultant shall perform a review of the Preliminary Engineering Report (as applicable); and the 30%, and 60% design submittals for the Project. The Owner's Consultant shall review submittals for compliance with the Contract Documents and provide a Design Submittal Report to Prince William Water, including a list of documents reviewed, comments provided and comments received from Prince William Water. The Owner's Consultant shall coordinate comment resolution between Prince William Water, themselves and the Design-Builder for each design submittal.

The Owner's Consultant shall also perform constructability/operability/maintainability (COM) reviews to determine the Design-Builder's ability to successfully procure, construct, and start-up the planned work.

The Owner's Consultant shall also review the Design-Builder's submittals for proposed sequence of construction, alternatives analysis, Owner's performance requirements, layout options, shutdowns, and adequacy of allowances.

### **3.4     Software Review**

The Owner's Consultant shall review the Programmable Logic Controller (PLC) code submitted by the Design-Builder for compliance with Prince William Water SCADA Standards, appropriate data transfer algorithms and to identify improper sequencing, data input or output inaccuracies.

The Owner's Consultant shall review the PLC, Human Machine Interfaces (HMI) and Operator Interface Terminals (OIT) screens and for each component for which SCADA is included.

### **3.5     Requests for Information**

The Owner's Consultant shall record, review and provide written resolution responses to Requests for Information (RFIs) from the Design-Builder during the design phase, and coordinate responses as required from Prince William Water for resolution.

## **SECTION 4 SERVICES DURING CONSTRUCTION PHASE**

### **4.1     Overall Construction Phase Services**

The Owner's Consultant's role during the construction period is to protect the design intent, to provide construction management/resident engineering services, to provide inspection services

of the necessary disciplines (including special inspections), provide quality control assistance and to support the overall construction of the Project. The Owner's Consultant shall implement procedures to effectively manage and coordinate construction activities with the Owner's Designated Representative, Owner Operations and Maintenance personnel, and other parties not associated with the Project. The Owner's Consultant's services during the construction phase shall include at a minimum, the following:

1. In conjunction with the Owner's Designated Representative, pre-plan work activities to determine staffing and support requirements for the Project,
2. Implement procedures to effectively manage and coordinate construction activities with Owner personnel, and other parties that are not associated with the Project,
3. Coordinate construction activities with Owner Operations and Maintenance personnel,
4. Assist the Owner with periodic performance evaluations of the Design-Builder team,
5. Assist the Owner to expedite decisions on changes that may be needed to maintain the Project schedule,
6. Assist the Owner to manage and expedite Design-Builder Contract changes to include but not limited to termination of contract, disputes and claims, etc., if necessary,
7. Maintain project files, records, correspondence, submittals and an easily searchable photo library of the Project progress,
8. Conduct material testing, special and third party inspections and/or assist the Owner with acquiring such services,
9. Order tests of imperfect or damaged Work, equipment, or materials to determine the required functional capability for possible acceptance.

#### **4.2 Construction Project Meetings**

The Owner's Consultant shall schedule, coordinate, and facilitate construction Project meetings for the orderly progress of the work such as but not limited to the preconstruction conference, additional coordination meetings, job conferences, and schedule update meetings. The Owner's Consultant shall prepare and submit an agenda for all construction-related Project meetings. The Owner's Consultant shall provide written meeting minutes to all attendees.

#### **4.3 Construction Schedule Management**

The Owner's Consultant shall provide a review of the Design-Builder's detailed baseline construction schedule and monthly updates to the construction schedule and verify that planned activities are logical and reasonable and the as-built schedule information (actual start and finish dates) is accurate and in compliance with the requirements of the Contract Documents.

The Owner's Consultant shall review the Submittal Schedule, the Schedule of Values and the Schedule of Submittals prepared by the Design-Builder for compliance with the Contract Documents

The Owner's Consultant shall compare the Design-Builder's Monthly Schedule Updates against the actual progress of the Project to identify inaccuracies in the submitted Monthly Schedule Updates and advise Prince William Water in writing of all deviations in the schedule.

The Owner's Consultant shall contact the Design-Builder in writing when progress is not compliant with the schedule. The Owner's Consultant shall determine the root causes of the delay and prepare and provide a recommendation to Prince William Water. The Owner's Consultant shall review any Recovery Plans (if needed) for adequate manpower resources, equipment, subcontractors, and/or shiftwork to bring the Project back on schedule and prepare and provide written recommendations to Prince William Water regarding the approval of the Recovery Plan and Schedule and actions necessary to achieve Design-Builder compliance.

#### **4.4 Change Order Management**

The Owner's Consultant shall evaluate proposed change orders submitted by the Design-Builder, schedule, lead, and facilitate meetings to discuss the potential changes and time impact statements for each change order. The Owner's Consultant shall develop independent cost estimates by engaging subject matter experts only for those change orders as specifically requested by Prince William Water.

The Owner's Consultant shall track and facilitate the change order process and provide Prince William Water with written recommendations for processing each change order based on its merit.

The Owner's Consultant shall maintain a change management log of all change orders, requests for proposals, work change directives, change order requests by the Design-Builder, and field orders. The Owner's Consultant shall recommend minor changes in the work to Prince William Water, if the changes do not require an adjustment in the contract price or the contract times and are compatible with the design concept of the completed Project as a functioning whole, as indicated by the Contract Documents. The Owner's Consultant shall prepare, receive, and distribute associated documentation regarding field orders and change orders.

#### **4.5 Submittal Reviews and Project Permits**

The Owner's Consultant shall anticipate permits needed on behalf of the Owner and shall monitor the status of permits, permit requirements, and regulatory submissions and maintain a monthly permit tracking report including the agency, status, and next items due with due dates.

#### **4.6 Claims**

Should the Design-Builder submit claims related to the Project and/or modifications become necessary to meet Prince William Water's needs for the Project, the Owner's Consultant shall review such claims and/or proposed modifications and advise Prince William Water on the approach for resolution of the related issue. The Owner's Consultant shall review the justification for all claims for modifications to the Project cost and/or schedule and advise Prince William Water as to the Owner's Consultant's interpretation of the Contract Documents with respect to the design intent and technical aspect of such claims. The Owner's Consultant shall provide a written recommendation to Prince William Water within twenty-one (21) calendar days from receipt of all information relative to the claim.

#### **4.7 Inspection**

During construction, the Owner's Consultant shall provide construction inspection services (as needed up to full time) for compliance with contract documents. The Owner's Consultant shall provide daily inspection reports and file them in the project management information system.

The Owner's Consultant shall act as Prince William Water's on-site representative to observe performance of the work. The Owner's Consultant shall accept only materials or workmanship in full conformance with the requirements of the Design-Builder's Contract Documents and give direction in accordance with the Contract Documents. The Design-Builder will provide the Owner's Consultant with all required assistance to facilitate thorough inspections. The Owner's Consultant shall notify Prince William Water in writing when a part of Design-Builder's Work is not in compliance with the Contract Documents, the final design, the approved submittals, code or does not meet the design intent of the Project; or is damaged. The Owner's Consultant shall recommend, in writing, a Design-Builder stop work order to Prince William Water if there is an insufficient quantity of suitable and approved materials or equipment on site to complete the work properly or for other good and sufficient cause. The Owner's Consultant shall prepare and develop written Non-Compliance Notices (NCN) for any non-conforming work and provide such report in writing to Prince William Water.

#### **4.8 Construction Requests for Information**

The Owner's Consultant shall receive and process construction Requests for Information (RFI) from the Design-Builder, provide recommended responses, and coordinate response information from Prince William Water for resolution of the RFIs. The Owner's Consultant shall provide written requests by email for additional information from Prince William Water for RFI resolution. The Owner's Consultant shall track Construction RFIs and their responses within the project management information system.

#### **4.9 Shop Drawing and Other Submittal Reviews**

The Owner's Consultant shall review Design-Builder's submittals for compliance with the Design-Builder's Contract Documents to include but not limited to: proposed sequence of construction, Owner's performance requirements, Owner standards, layout options,

shutdowns, adequacy of allowances, schedule of values, and to verify schedule constraints, continuity of operations and milestones.

The Owner's Consultant shall review the List of Submittals provided by the Design-Builder for completeness and provide review comments. The Owner's Consultant shall track, manage, log the submittals into the submittal logs, and update all documentation associated with submittals and submittal logs. The Owner's Consultant shall review the shop drawings for general conformance with the design and the Contract Documents and Prince William Water's Standards and provide responses to the Design-Builder within twenty-one (21) calendar days of the receipt of complete shop drawings/submittals.

#### **4.10 Certifications, Maintenance, and Operation Manuals**

The Owner's Consultant shall verify the receipt of material and equipment installation certificates, operation and maintenance manuals, training manuals, warranties and other data required by the Contract Documents and furnished by the Design-Builder. The Owner's Consultant shall review the final Operations Manuals and the record Drawings in accordance with the Specifications, and provide approved record documents to the Owner upon completion. The Owner's Consultant shall ensure that the Design-Builder provides the Project record Drawings/as-builts (draft and final) to the Owner as part of Project close out.

#### **4.11 Testing, Commissioning, and Acceptance**

The Owner's Consultant shall conduct start-up meetings with Design-Builder before scheduled start-up, and the Owner's Consultant shall review all start-up and testing plans.

The Owner's Consultant shall attend all testing and commissioning for the Project. The Owner's Consultant shall witness and attest that the equipment and systems meet the Project requirements and specifications. The Owner's Consultant shall provide written testing reports to Prince William Water for each test. Testing includes but is not limited to: Factory Acceptance Tests, Field Acceptance Tests, Systems Tests, and Operational Availability Tests. As part of the testing the Owner's Consultant shall also confirm all programming and tie ins with the existing control systems (PLCs, HMIs and SCADA).

#### **4.12 Training Assistance**

The Owner's Consultant shall schedule, coordinate and participate in all training. Using the training manuals approved during the submittal process, the Owner's Consultant shall consult with Prince William Water to determine the personnel designated to receive training, confirm that training materials are provided in advance of the training, confirm that the items included in the approved training manuals are presented, and facilitate questions and answers during the training sessions. The Owner's Consultant shall participate in the on-site training and facilitate questions and answers during the training sessions.

#### **4.13 Asset Management and Operations and Maintenance Planning**

The Owner's Consultant shall assist the Owner in developing an asset inventory list for incorporation into the Owner's asset management system. As individual assets or groups of assets are placed into service, the Owner's Consultant shall break down project costs into the agreed upon asset inventory list.

The Owner's Consultant shall review operations and maintenance materials provided to the Owner by the Design-Builder and assist the Owner in incorporating the Project's assets into the Owner's maintenance systems. This may include, but is not be limited to: drafting standard operating procedures, drafting work orders for the Owner's Computerized Maintenance Management System, and assisting with spare parts inventorying.

#### **4.14 Project Completion**

The Owner's Consultant shall perform site inspections in preparation of a final list of items for completion and note all deficiencies for remedy by the Design-Builder in preparation for Substantial Completion.

The Owner's Consultant shall schedule, coordinate and participate in an inspection in the company of Prince William Water and Design-Builder to verify component completion and provide written recommendation for Substantial Completion.

The Owner's Consultant shall confirm that all items on the final Substantial Completion list are completed or corrected, and make written recommendations to Prince William Water concerning acceptance and recommendation for the issuance of Final Payment.

#### **4.15 Public Outreach Support**

The Owner's Consultant shall assist the Owner in communicating with the public and key stakeholders throughout the duration of the Project including providing technical information and exhibits associated with the design and schedule of the Project.

### **SECTION 5 ADDITIONAL TECHNICAL SERVICES AS REQUIRED**

The Owner's Consultant shall provide, as requested, additional technical and engineering services as outlined below as requested:

1. General engineering design services.
2. Advice pertaining to equipment substitutions, field installation problems, process performance, etc.
3. Assistance in site management (logistics) as it relates to minimizing disruption of Owner activities due to increased construction activities on site.

4. Make measured Drawings of or investigate existing conditions or facilities, or verify the accuracy of Drawings or other information furnished by the Owner.
5. Perform services resulting from significant changes in the scope, extent or character including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revise previously accepted studies, reports, preliminary engineering reports, technical memoranda, or other documents when such revisions are required by changes in Laws or Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Owner's Consultant's control.
6. Identify opportunities for enhancing the sustainability of the Project.
7. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by the Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications or other documents as a result of such review processes.
8. Establish baselines and benchmarks for locating the Work if necessary to enable the Design-Builder to proceed.
9. Advise the Owner on claims between the Owner and Design-Builder relating to the acceptability of the Work, or the interpretation of the requirements of the Design-Build Contract pertaining to the execution and progress of the Work.
10. Advise the Owner as to the necessity of ordering special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests and approvals required by Laws or Regulations or the Design-Build Contract. The Owner's Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Design-Build Contract and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Design-Build Contract. The Owner's Consultant is entitled to rely on the results of such tests.
11. Provide services during construction made necessary by (a) Work damaged by fire or other cause during construction, (b) defective, neglected or delayed Work by Design-Builder, (c) acceleration of the progress schedule involving services beyond normal working hours, or (d) default by Design-Builder.
12. Provide assistance in connection with the refining and adjusting of any Project equipment or systems.

13. Prepare and furnish to the Owner record Drawings/as built Drawings in addition to those provided by the Design-Builder showing appropriate record information based on Project documentation received from others.

## ATTACHMENT B REQUIRED INSURANCE LIMITS

Insurance Coverages and Limits:

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	\$2,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4.	Umbrella or Excess Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Prince William Water named as additional insured on General Liability Policies (This coverage is primary to all other coverage Prince William Water may possess.)	
6.	Cancellation notice in accordance with policy provisions required.	
7.	Professional Liability	\$2,000,000 per Occurrence, \$6,000,000 Aggregate
8.	Best's Guide Rating	A-VII or Better, or Equiv.
9.	The Certificate must state Contract No. SA 2512	

## **ATTACHMENT C PRINCE WILLIAM WATER SMALL, WOMEN OR MINORITY-OWNED AND SERVICE-DISABLED VETERAN-OWNED BUSINESS GOAL**

It is an important business objective of Prince William Water to promote the economic enhancement of small, women- owned, minority-owned and service-disabled veteran-owned small businesses (SDV), collectively known as SWaM. The success of Prince William Water in maximizing participation in contracting or sub-contracting opportunities of SWaM firms (whether as a prime contractor or a subcontractor) is dependent upon Prince William Water bidders/offerors and contractors partnering with us in this important endeavor.

### **A. Obtaining Certification**

Eligible firms are encouraged to obtain certification as a SWaM business by using the services and assistance of the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) and the Small Business Administration (SBA) or other resources to obtain certification. Prince William Water recognizes several certification sources including:

#### **Primary Certification Entity:**

The Virginia Department of Supplier Diversity (SBSD): <https://www.sbsd.virginia.gov/>

#### **Other Certification Entity Partners of Prince William Water Include:**

- (1) Small Business Administration [www.sba.gov](http://www.sba.gov)
- (2) Women's Business Enterprise National Council [www.wbenc.org](http://www.wbenc.org)
- (3) National Minority Supplier Development Council [www.nmsdc.org](http://www.nmsdc.org)
- (4) Carolina-Virginia Minority Supplier Diversity [www.cvmsdc.org](http://www.cvmsdc.org)
- (5) Other U.S. State or Local Government Supplier Diversity Programs such as the North Carolina Unified Certification Program, the Maryland Office of Minority Business Enterprise and other State certification programs. Some local government programs are also accepted provided the certification process is other than self-reporting.

### **B. Maximizing Sub-contractor Opportunities**

Bidders/Offerors and Prime Contractors should take affirmative steps prior to submission of bids/proposals and after award of a contract to facilitate participation by SWaM businesses by providing subcontractor or sub-consultant opportunities or by partnering with a SWaM firm. Such efforts may include:

- (1) Establishing and maintaining a current list of small, women-owned, minority-owned and service-disabled veteran sources available to provide goods/services.
- (2) Use the services and assistance of the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other similar resources to identify sub-contractors or sub-consultants.

- (3) Encourage existing sub-contractors or sub-consultants to seek certification from one of the certification programs identified above if they are eligible.
- (4) Segment total work requirements to permit maximum SWaM participation through subcontractors or partnerships.
- (5) Assure that SWaM firms are solicited whenever they are potential sources of goods or services. This step may include:

Sending letters or making other personal contact with SWaM firms and SWaM related associations. SWaM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

  - (i) Specific description of the work to be contracted;
  - (ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
  - (iii) Date the information is due to the Bidder/Offeror;
  - (iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWaM subcontractor should contact for additional information.
- (6) Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect tab on the solicitation webpage on eVA, Virginia's e-procurement portal and to follow projects on Prince William Water's website [www.princewilliamwater.org](http://www.princewilliamwater.org).

## **ATTACHMENT D CONTRACT AGREEMENT**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## **AGREEMENT BETWEEN OWNER AND OWNER'S CONSULTANT FOR PROFESSIONAL SERVICES—DESIGN-BUILD PROJECT**

Prepared by



Issued and Published Jointly by



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**AGREEMENT SA-2512**  
**BETWEEN OWNER AND OWNER'S CONSULTANT**  
**FOR PROFESSIONAL SERVICES—FEATHERSTONE DESIGN-BUILD PROJECT**

**THIS AGREEMENT** (this "Agreement") is by and between Prince William County Service Authority ("Owner" or "Prince William Water") and [ ] ("Owner's Consultant").

Owner's Project, of which Owner's Consultant's services under this Agreement are a part, is generally identified as follows: Design-Build Services for Featherstone Sewage Pumping Station, L16, and Force Main ("the Project").

Authorized Representatives. Owner and Owner's Consultant each hereby designates a specific individual to act as representative with respect to the performance of responsibilities under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the party that the individual represents.

1. Owner's Authorized Representative:

Shannon Spence, P.E. | Division Director  
Prince William Water  
Project Management Office  
4 County Complex Court, Woodbridge, VA 22192  
P (703) 393-2062 | C (571) 329-3913 | E [sspence@pwwater.org](mailto:sspence@pwwater.org)

2. Owner's Consultant Authorized Representative:

[TBD]

Owner and Owner's Consultant further agree as follows:

**ARTICLE 1 - SERVICES OF OWNER'S CONSULTANT**

1.01 Scope

- A. Owner intends to enter into one (1) contract with a Design-Builder for the design and construction (Contract No. SA-2513) of the facilities and improvements as identified in the Project above ("Design-Build Contract"). Owner hereby retains Owner's Consultant to provide professional services to Owner with respect to the Project, as a consultant and advisor to Owner. Owner's Consultant's services under this Agreement ("Consultant Services") are described in EXHIBIT A "Owner's Consultant Services – Scope of Work" of this Agreement.

- B. Upon this Agreement becoming effective and upon Owner issuing a valid Purchase Order, Owner's Consultant is authorized to begin providing the Consultant Services to Owner as set forth in EXHIBIT A "Owner's Consultant Services – Scope of Work" of this Agreement.

## **ARTICLE 2 - OWNER'S RESPONSIBILITIES**

### **2.01 General**

- A. Owner shall have the responsibilities as set forth herein and in EXHIBIT B "Owner's Responsibilities" of this Agreement.

## **ARTICLE 3 - TIMES FOR RENDERING SERVICES**

### **3.01 General**

- A. Owner's Consultant's Services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project and one (1) year after the Owner issues the Design-Build Contract Certificate of Final Completion of the Project. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Owner's Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If the Owner fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Owner's Consultant's services are delayed or suspended through no fault of Owner's Consultant, Owner's Consultant shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable cost incurred by Owner's Consultant in connection with such delay or suspension and reactivation and the fact that the time of performance under this Agreement has been revised.

## **ARTICLE 4 - PAYMENT PROCEDURES**

### **4.01 Compensation Billing and Payment**

- A. Owner's Consultant's Services: Owner shall pay for Consultant Services performed and furnished under EXHIBIT A "Owner's Consultant Services – Scope of Work" of this Agreement on the basis set forth in EXHIBIT C "Compensation and Labor Costs" of this Agreement. As compensation for Owner's Consultant providing or furnishing the Consultant Services, Owner shall pay Owner's Consultant as set forth in Paragraph 4.02.

### **4.02 Basis of Payment—Hourly Not to Exceed, Plus Reimbursable Expenses**

- A. Owner shall pay Owner's Consultant as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Owner's Consultant's employees times standard hourly rates and agreed upon Multiplier for each applicable billing category/title, plus reimbursement of expenses in Table 1 of EXHIBIT D "Invoicing Procedures" incurred in connection with providing the services and Owner's Consultant's Subconsultants' charges, if any.

2. Owner's Consultant's Standard Hourly Rates are attached in Table 1 of EXHIBIT C "Compensation and Labor Costs".
3. The total compensation for Consultant Services hourly not to exceed, plus reimbursable expenses is estimated to be \$[ ].

#### 4.03 Other Provisions Concerning Payments

- A. Preparation of Invoices: Owner's Consultant invoices must contain sufficient information, in accordance with EXHIBIT D "Invoicing Procedures", for the Owner to verify that the Consultant Services were performed in accordance with this Agreement.
- B. Payment Upon Termination:
  1. The Contract Manager, with the approval of the Administrative Contracting Officer, shall pay for all Consultant Services performed prior to the effective date of the termination, to the extent that the Owner's Consultant has not already been compensated for such Consultant Services. In no event shall this amount be greater than the Table 1 of EXHIBIT C "Compensation and Labor" contract hourly not to exceed, reduced by any payments made prior to notice of termination and further reduced by the price of the supplies not delivered, or the services not provided. The Agreement shall be amended accordingly, and the Owner's Consultant shall be paid the agreed amount.
  2. In the event of any termination for convenience under Section 7.03.C. Termination for Convenience by the Owner, the Owner's Consultant, in addition to its entitlements under the previous paragraph may invoice the Owner:
    - a. Services and expenses directly attributable to termination, including those provided and incurred both before and after the effective date of termination. Such costs shall include terminating contracts with Owner's Consultant's Subconsultants that are performing services required by the Agreement, and other related close-out costs, however, such expenses shall not include any anticipated profit or lost opportunity costs or any legal fees incurred by the Owner's Consultant. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Owner's Consultant.
  3. In the event that the parties cannot agree on the whole amount to be paid to the Owner's Consultant by reason of termination under this clause, the Contract Manager shall pay to the Consultant the amounts in accordance with 4.03.B.4, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause.
  4. For all contract performance prior to the effective date of notice of termination, the total of:
    - a. Cost of services performed or Deliverables submitted and accepted by the Owner.
    - b. The cost of settling and paying any reasonable claims as provided for in this section.
  5. In the event that the Owner's Consultant is not satisfied with any payments which the Contract Manager shall determine to be due under this clause, the Owner's Consultant

may make a claim in accordance with the Disputes and Claims (See Section 7.20) clause of this Agreement.

6. The Owner's Consultant shall include similar provisions in any subcontract, and shall specifically include a requirement that Subconsultant(s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Owner's Consultant from any recovery from the Owner whatsoever of loss or damage sustained by a Subconsultant(s) as a consequence of termination for convenience.
  7. Such costs shall include terminating contracts with Owner's Consultant's Subconsultants that are performing services required by the Agreement, and other related close-out costs, however, such expenses shall not include any anticipated profit or lost opportunity costs or any legal fees incurred by the Owner's Consultant.
  8. These remedies for termination are the Owner's Consultant's sole and exclusive remedies for termination, and the Owner's Consultant hereby waives any right to other compensation or damages in the event of termination of the Agreement.
- C. Incurring Additional Expenses: If Owner requests Owner's Consultant to incur expenses not specified in this Agreement, Owner's Consultant shall obtain Owner's approval in writing prior to incurring such expenses.

## **ARTICLE 5 - OPINIONS OF COST**

### **5.01 Opinions of Probable Design-Build Cost**

- A. Owner's Consultant's opinions (if any) of probable Design-Build Cost provided for herein are to be made on the basis of Owner's Consultant's experience, qualifications and represent Owner's Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Owner's Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over Design-Builders' Work or methods of determining prices, or over competitive bidding or market conditions, Owner's Consultant cannot and does not guarantee that Design-Builder's proposals, bids, or actual Design-Build Cost will not vary from opinions of probable Design-Build Cost prepared by Owner's Consultant. If Owner requires greater assurance as to probable Design-Build Cost, then Owner agrees to obtain an independent cost estimator.

### **5.02 Opinions of Total Project Cost**

- A. Owner's Consultant assumes no responsibility for the accuracy of opinions of Total Project Costs.

## **ARTICLE 6 - SPECIAL TERMS AND CONDITIONS**

### **6.01 Standards of Performance**

- A. The Owner's Consultant shall exercise the same degree of care, skill and diligence in the performance of the Consultant Services as exercised by members of the same profession currently practicing under similar circumstances.

If at any time during the term of this Agreement for which the Owner's Consultant has provided services, it is determined that the Owner's Consultant's Deliverables or services fail to conform to the above standard of care for the Consultant Services, upon written notice from the Owner, the Owner's Consultant shall immediately proceed to correct the Consultant Services, re-perform the services which fail to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said services.

The Owner's rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, at law or in equity.

- B. Owner's Consultant may employ such Owner's Consultant's Subconsultants with written approval from Owner in accordance with Section 6.06, as Owner's Consultant deems necessary to assist in the performance or furnishing of the Consultant Services under this Agreement. Owner's Consultant shall not employ any Owner's Consultant's Subconsultant(s) unacceptable to the Owner.
- C. Owner's Consultant shall not be responsible for the acts or omissions of the Design-Builder, or any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work under the Design-Build Contract.
- D. Owner's Consultant is not responsible for any deficiencies in professional services performed by or for the Design-Builder, nor guarantees the performance of the Design-Builder or assumes responsibility for the Design-Builder's failure to furnish and perform its Work in accordance with the Design-Build Contract.
- E. Owner's Consultant and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards for the Project. Owner's Consultant has access and can obtain all materials, equipment and labor necessary to complete the Scope of Services within this Agreement. This Agreement is based on these requirements in effect as of its Effective Date of the Agreement.
- F. The Owner's Consultant is solely responsible for the professional quality, technical accuracy, timely completion and coordination of all the products and/or services furnished by the Owner's Consultant (including Owner's Consultant's Subconsultants and vendors) under this Agreement. The Owner's Consultant shall, without additional consideration, correct or revise any errors, omissions or other deficiencies in their services and/or products and pay all costs and expenses associated therewith.
- G. The Owner's Consultant further covenants that the Owner's Consultant shall not knowingly introduce through any means, any virus, worm, malware ransomware, trap, trap door, back door, or any contaminant or disabling devices, including, but not limited to, timer, clock, counter, or other limiting codes, commands, or instructions intended to damage or disable ("Harmful Code") the software or any Owner data or other intellectual property used by Owner. In the event the Owner's Consultant introduces such Harmful Code, the Owner's Consultant shall immediately, and at the Owner's Consultant's sole expense, replace and install all copies of the software containing the Harmful Code.
- H. Owner and Owner's Consultant agree that the General Conditions for any Design-Build Contract documents prepared hereunder are to be the "Standard General Conditions of the

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Contract Between Owner and Design-Builder” as prepared by the Engineers Joint Contract Document Committee (EJCDC), and modified by the Owner.

- I. Availability of Owner Personnel: Upon a reasonable request, the Owner shall make its personnel, including appropriate professional personnel, administrative personnel and other employees, available for consultation in order to perform Owner’s Consultant’s obligations under the Agreement.

#### 6.02 Stop-Work/Suspension of Work

- A. The Owner may, at its sole option, decide to suspend or stop the Owner’s Consultant’s performance of the Consultant Services required under the Agreement. When, and if such action is taken, the Owner shall notify the Owner’s Consultant of its decision in writing. The order shall be specifically identified as a stop-work order under this Section. Upon receipt of the stop-work order, the Owner’s Consultant shall immediately comply with its terms and immediately to the maximum extent possible take all steps to minimize the incurrence of costs allocable to the Consultant Services covered by the stop-work order during the period of suspension.
- B. Upon receipt of any such written notice, and unless the stop-work notice directs otherwise, the Owner’s Consultant shall:
  1. Immediately discontinue performing any Consultant Services on the date and to the extent specified in the stop-work order.
- C. As full compensation for such suspension, the Owner shall reimburse the Owner’s Consultant for the compensation for Consultant Services provided and accepted by the Owner.
- D. If, as a result of any such suspension, the cost to the Owner’s Consultant of subsequently performing the service is increased or decreased, the Owner may consider making an equitable adjustment in accordance with Section 7.20.
- E. The Owner shall notify the Owner’s Consultant in writing when the stop work has been lifted. The Owner shall provide in writing an effective date to resume performance of Consultant Services.
- F. The Owner’s Consultant may suspend Consultant Services or terminate this Agreement for the Owner’s delay in payment, other than payments in dispute, beyond sixty (60) Days from the time when such payment is due.

#### 6.03 Access (Equipment)

The Owner agrees to permit the Owner’s Consultant’s authorized personnel access to the Owner’s computers, computer programs, copier machines, printers and phones as approved by Owner and at such times and for such purposes as reasonably necessary to permit the Owner’s Consultant to perform its obligations under this Agreement. The Owner’s Consultant shall sign and execute Owner’s Data Usage Agreement, an Owner’s document outlining the Owner’s processes, procedures and policies regarding Owner data.

#### 6.04 Access (Facilities)

The Owner agrees to permit the Owner's Consultant's authorized personnel access to the Owner's office spaces, conference rooms, restrooms and lunch/break room facilities as approved by Owner and at such times and for such purposes as reasonably necessary to permit the Owner's Consultant to perform its obligations under this Agreement.

#### 6.05 Surveys – NOT USED.

#### 6.06 Owner's Consultant Personnel

- A. The presence or duties of the Owner's Consultant's personnel at a work site, whether as onsite representatives or otherwise, do not make the Owner's Consultant or the Owner's Consultant's personnel in any way responsible for those duties that belong to the Owner and/or the Design-Builder or other entities, and do not relieve the Design-Builder or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project and any health and safety precautions required by such construction work.
- B. The Owner's Consultant and the Owner's Consultant's personnel have no authority to exercise any control over any Design-Builder or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the Design-Builder or construction contractor(s) or other entity or any other persons at the site except the Owner's Consultant's own personnel, provided Owner's Consultant's personnel shall report immediately to the Owner any health and safety deficiencies of the Design-Builder or other entity or any other person at the site that Owner's Consultant's personnel actually observe.
- C. The Owner's Consultant shall employ fully qualified, skilled and properly trained personnel capable of performing the required Consultant Services as identified herein. The Owner's Consultant is responsible for the conduct of all of its personnel, including its Subconsultants, while on the jobsite. The Owner's Consultant is responsible for the actions and interactions of its employees and Subconsultants with Owner staff, its customers, the public, suppliers, contractors and vendors. The Owner's Consultant shall ensure that its employees and Subconsultants behave professionally and consistent with the Owner's vision and values in all Consultant Services performed on its behalf. The Owner reserves the right to reject Owner's Consultant's personnel that the Owner determines, in its sole discretion, to be unqualified to perform the Consultant Services or for improper behavior during its performance. The Owner further reserves the right to request that Owner's Consultant replace immediately to the satisfaction of Owner, any of its personnel deemed unsuitable by the Owner without any additional compensation.
- D. The performance of Consultant Services (including labor work of individuals and/or its Subconsultants) under this Agreement outside of the United States is strictly prohibited unless requested in writing by the Owner's Consultant and approved in advance in writing by the General Manager or his designee.

1. Upon, approval, the Owner and Owner's Consultant shall negotiate and agree upon applicable compensation (labor rates limits and Multiplier factor) prior to any services being performed outside the United States under this Contract.
  2. The Owner's Consultant shall provide to the Owner for its approval, any and all security measures proposed to preserve the Owner's assets in performance of the services.
- E. The Owner's Consultant shall include the full name, address, and telephone number of every company bearing an interest in the proposed services. All its Subconsultants will be subject to review and approval by the Owner in regards to competency and security concerns. After the issuance of this Agreement no change in its Subconsultants listed in EXHIBIT F "Subconsultant List" will be made without the prior written consent of the Owner.
- F. The Owner's Consultant shall be responsible for all insurance, permits, licenses, etc., for all its Subconsultants. Even if its Subconsultant is self-insured, the Owner will require the Owner's Consultant to provide the insurance certificates.
- G. Criminal Background Check: The Owner's Consultant shall conduct, or has conducted within the past year, a criminal background check at its own expense on each of its employees engaged in performing Consultant Services under this Agreement prior to the commencement of such performance. No Owner's Consultant employee shall be eligible to perform services for the Owner if he or she, to the Owner's Consultant's knowledge, (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary, robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or (2) has been convicted of any sex, weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation, extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use.
- H. Key Personnel: Prior to the execution of this Agreement, and prior to the commencement of any services under this Agreement, the Owner's Consultant shall submit a listing of all Key Personnel in Table 2 to Exhibit C "Compensation and Labor Costs", it expects to assign to the services under this Agreement for the Owner's review and written approval, along with their labor category and associated minimum and maximum base hourly rate range and minimum and Maximum Fully Burdened Rate range listed in Table 1 to Exhibit C "Compensation and Labor Costs" for Owner's review and approval.
- I. For so long as the Key Personnel are employed by the Owner's Consultant, the Owner's Consultant shall not add, remove or reassign the Owner's Consultant's Key Personnel, as defined herein, from performance or positions in this Agreement without written approval from the Owner. Such approval shall not be unreasonably withheld.
- J. The Owner's Consultant shall submit a formal written request to the Owner no later than fifteen (15) Days prior to the addition, removal and/or reassignment of Key Personnel. The Owner's Consultant shall add, remove or reassign such Key Personnel only after receiving written approval from the Owner. Replacement Key Personnel shall have equal quality professional experience and expertise to perform the services, subject to the Owner's approval.

- K. The Owner's Consultant shall not allow the Subconsultant to remove or substitute individuals named in Table 2 of Exhibit F "Subconsultant List" as Key Personnel without the prior written approval of the Owner.
- L. The Owner reserves the right to reject any proposed substitution for any Key Personnel listed in Table 2 of Exhibit F "Subconsultant List", and the Owner shall have the further right to require that any individual assigned to the services by the Owner's Consultant be removed from this Agreement and reassigned for good cause

#### 6.07 Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, the Owner's Consultant shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities.

#### 6.08 Hazardous Environmental Conditions

- A. Owner represents that to the best of its knowledge, a Hazardous Environmental Condition does not exist, and it has disclosed to Owner's Consultant the existence of all Hazardous Materials known to Owner to be located at or near the Project Site, including type, quantity and location.
- B. If any such Hazardous Environmental Condition is encountered or alleged, Owner's Consultant shall have the obligation to notify Owner immediately and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- C. It is acknowledged by both parties that Owner's Consultant's scope of services under this Agreement does not include any services related to a Hazardous Environmental Condition. In the event Owner's Consultant or any other party encounters a Hazardous Environmental Condition, Owner's Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project until Owner (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriated, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- D. Owner acknowledges that Owner's Consultant is performing professional services for Owner and that Owner's Consultant is not and shall not be required to become an "operator", "generator", or "transporter" of Hazardous Materials which are or may be encountered at or near the Site in connections with Owner's Consultant's activities under this Agreement.

### ARTICLE 7 - GENERAL PROVISIONS

#### 7.01 Independent Contractor

- A. The Owner's Consultant shall act as an independent contractor and will not be considered or deemed to be an agent, employee, joint venture, or partner of the Owner. The Owner's Consultant will have no authority to contract for or bind the Owner in any manner and shall

not represent itself as an agent of the Owner or as otherwise authorized to act for or on behalf of the Owner.

- B. The Owner's Consultant shall be responsible for personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Consultant Services rendered under this Agreement.
- C. The Owner's Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure a contract/agreement with the Owner and that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Owner's Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from this Agreement. In the event the Owner's Consultant violates this provision, the Owner shall have the right to terminate this Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- D. Upon receipt of a written request from the Owner, the Owner's Consultant shall remove from the Project any employee the Owner deems incompetent, careless, or otherwise objectionable.
- E. The Owner's Consultant shall not require any of its employees or Subconsultants to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Owner's Consultant shall supervise its work force to ensure that all workers including Owner's Consultant's Subconsultants, conduct themselves and perform their work in a safe and professional manner.
- F. Immigration Reform and Control Act of 1986. The Owner's Consultant certifies to the Owner that they do not and will not during the performance of this Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

#### 7.02 Insurance

- A. The Owner's Consultant shall comply with the below insurance requirements, maintain insurance in the amounts and forms set forth in EXHIBIT E "Insurance Requirements" and shall provide a certificate of insurance to the Owner.
- B. The Owner's Consultant shall be responsible for its Consultant Services and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith.
- C. The Owner's Consultant assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from Owner's Consultant's action, omission, commission, or operation of the Owner's Consultant under this Agreement, or in connection in any way whatsoever with the contracted Consultant Services.
- D. Insurance Limits of Liability: A certificate of insurance with limits as specified in EXHIBIT E "Insurance Requirements" shall be required at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the amounts shown in EXHIBIT E "Insurance Requirements" or greater where required by law.

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E. Additional Insurance Terms and Conditions

1. The Owner's Consultant may provide liability insurance 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.
2. The Owner's Consultant shall provide insurance issued by companies admitted or authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
3. The Owner's Consultant shall provide a signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Owner before performing any services under this Agreement.
4. The Owner's Consultant shall secure and maintain all insurance policies of its Subconsultants which shall be made available to the Owner on demand. The Owner's Consultant may redact certain confidential information, provided such redaction will not impact the Owner's ability to understand the insurance coverage terms. The Owner's Consultant shall remain responsible under this Agreement for acts and omissions of its Subconsultants. The Owner's Consultant shall ensure the same terms and conditions are conveyed to all its Subconsultants, to include all insurance requirements and limits described in this Agreement.
5. In the event of a claim, the Owner's Consultant shall provide on demand, certified copies of all insurance coverage on behalf of this Agreement within ten (10) days of demand by the Owner. These copies will be sent to the Owner for the Owner's Consultant insurance agent or representative. The Owner's Consultant may redact certain provisions that it deems to contain confidential information, provided such redaction will not impact the Owner's ability to understand the coverage terms.
6. The Owner's Consultant shall furnish a new certificate prior to any expiration or cancellation date. The failure of the Owner's Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Owner.
7. Insurance coverage required in this Agreement shall be in force throughout the term of this Agreement. Should the Owner's Consultant fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at any time during the term of this Agreement, the Owner shall have the absolute right to terminate this Agreement without any further obligation to the Owner's Consultant, and the Owner's Consultant shall be liable to the Owner for the entire additional cost of procuring the incomplete portion of Consultant Services under this Agreement at time of termination.
8. Compliance by the Owner's Consultant and all its Subconsultants with the foregoing requirements as to carrying insurance shall not relieve the Owner's Consultant and all its Subconsultants of their liabilities and obligations under this Section or under any other section or provisions of this Agreement.

9. Contractual and other liability insurance provided under this Agreement shall not contain a supervision, inspection, or services exclusion that would preclude the Owner from supervising and/or inspecting the Project as to the end result. The Owner's Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of its Subconsultants and any person employed by its Subconsultants.
10. Nothing contained herein shall be construed as creating any contractual relationship between any of the Owner's Consultant's Subconsultants and the Owner. The Owner's Consultant shall be as fully responsible to the Owner for the acts and omissions of its Subconsultants and of person employed by them as it is for acts and omissions of persons directly employed by the Owner's Consultant.
11. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
12. The Consultant and all its Subconsultants shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.
13. If the Owner's Consultant does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Owner may be considered.
14. The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

### 7.03 Terminations

#### A. Termination for Cause by the Owner

1. Each term and condition of this Agreement is material and any breach or default by the Owner's Consultant in the performance of any such term and condition is considered a material breach or default of the entire Agreement for which the Owner shall have the right to terminate the Agreement immediately, without penalty or liability.
2. The Administrative Contracting Officer shall notify, in writing, the Owner's Consultant of the Owner's Consultant's deficiencies or default in the performance of its duties under the Agreement and the Owner's Consultant shall have fifteen (15) Days to correct same. If the Owner's Consultant fails to remedy the deficiencies and defaults specified in the notice within the fifteen (15) Day period, then the Agreement shall be terminated and except as specifically set forth herein to the contrary, neither party shall have any further responsibilities under the Agreement. In such event, the Owner's Consultant shall have the right to seek non-binding mediation prior to a judicial review of such action within thirty (30) Days of same. The Owner's Consultant shall not be found in default for events arising due to Causes of Delay (see Section 7.03.H.).
3. In the event the Owner's Consultant abandons this Agreement or is terminated for default by the Owner, the Owner's Consultant shall be liable to the Owner for any damages incurred by the Owner pertaining to such termination.

4. In the event that the Owner's Consultant is terminated by the Owner for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under 7.03.C. and the provisions in 7.03.C. shall govern.
  5. In addition, any of the following shall constitute a default for which the Owner shall have the right to terminate the Agreement immediately, without penalty or liability:
    - a. The Owner's Consultant's failure to make prompt payment to Subconsultants or suppliers pursuant to the Agreement requirements, including but not limited to any applicable provisions of the VPPA, Va. Code Ann. Section 2.2-4300 et seq.
    - b. The Owner's Consultant is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due.
    - c. The Owner's Consultant makes a general assignment, arrangement or composition agreement with or for the benefit of its creditors or makes, or sends notice of any intended, bulk sale; the sale, assignment, transfer or delivery of all or substantially all of the assets of Owner's Consultant to a third party; or the cessation by Owner's Consultant as a going business concern.
    - d. The Owner's Consultant files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind up of its business (or has such a petition or action filed against it and such petition action or appointment is not dismissed or stayed within 45 Days).
    - e. The reorganization, merger, consolidation, liquidation, suspension of business operations, entry into a joint employment agreement with a related or unrelated entity or dissolution of the Owner's Consultant (or the making of any agreement therefor).
- B. Termination for Non-Allocation of Funds:
1. If the Owner does not allocate funds for this Project or this Agreement for any succeeding fiscal year subsequent to the one in which the Agreement is entered into, then the Owner may terminate the Agreement upon thirty (30) Days prior written notice to the Owner's Consultant. The Owner shall be responsible only for services performed through the date of termination.
- C. Termination for Convenience of the Owner
1. The Owner has the sole right to terminate the Agreement, in whole or in part, for its convenience.
  2. Termination for convenience, in whole or in part, shall be effected by delivery of a notice of termination signed by the Prince William Water General Manager or designee, mailed or delivered to the Owner's Consultant, and specifically setting forth the effective date and conditions of the termination.
  3. Upon receipt of such notice, the Owner's Consultant shall:

- a. Cease any further deliveries or services due under the Agreement (or with respect to the portion terminated, if applicable), on the date, and to the extent, which shall be specified in the notice;
  - b. Place no further orders with any Subconsultant except as may be necessary to perform that portion of the Agreement not subject to the notice of termination;
  - c. Terminate all subcontracts except those made with respect to Agreement performance not subject to the notice;
  - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Manager; and
  - e. Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.
- D. After complying with the foregoing provisions, the Owner's Consultant shall submit an invoice for compensation within six (6) months after the effective date of its termination, unless an extension is granted by the Contract Manager.
- E. Termination by Mutual Consent
  - 1. During performance of the Agreement, if the Owner and the Owner's Consultant mutually agree that it would be in the best interests of both parties to agree to terminate the Agreement, then fair and reasonable considerations shall be negotiated by both parties and the Agreement deemed completed.
- F. Termination for Cause by the Owner's Consultant
  - 1. If the Owner's Consultant at any time determines the Owner to be in material breach of this Agreement, the Consultant shall provide notice of claim to the Owner within three (3) Days of such breach. Such notice shall specify the precise occurrence(s) of such breach and the Owner shall have fifteen (15) Days to cure the breach. If the Owner fails to remedy the deficiencies and defaults specified in the notice within the fifteen (15 ) Day period, then the Agreement shall be terminated and except as specifically set forth herein to the contrary, neither party shall have any further responsibilities under the Agreement. In such event, the Owner shall have the right to seek non-binding mediation prior to a judicial review of such action within thirty (30) Days of same. The Owner shall not be found in default for events arising due to Causes of Delay (see Section 7.03.H.).
- G. Material Breach- NOT USED.
- H. Causes of Delay
  - 1. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is actually delayed, hindered or prevented by any cause which is unanticipated and beyond the reasonable control of the party affected thereby. Causes of delay which, if unanticipated and reasonably beyond the control of the party claiming delay may include but are not limited to the following: war (declared or undeclared), fire, riot, storm, hurricane, earthquake, tornado, strike or labor dispute not involving the Owner's Consultant's labor force, epidemic or Phase 5 or higher pandemic (as defined by the World Health

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Organization), act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above.

2. The party affected by 7.03.H.1 shall give prompt written notice to the other party advising of the nature and extent of any Causes of Delay and advising of the effects of the Causes of Delay upon the completion and cost of the services hereunder. The parties shall consult promptly with each other concerning the Causes of Delay and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Causes of Delay which prohibits performance by the Owner's Consultant for more than sixty (60) Days, either party may terminate this Agreement for convenience and shall have no further obligation hereunder. The Owner's Consultant shall be entitled to request an adjustment to this Agreement schedule as a result of any such delay.

#### 7.04 Successors, Assigns, and Beneficiaries

- A. The Owner's Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Owner. All assignments of rights are prohibited whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this section:
  1. a "change of control" is deemed an assignment of rights; and
  2. "merger" refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing entity.
  3. Entry or participation by the Owner's Consultant into any joint employment arrangement whereby it is not the sole employer of any personnel working for it (except for approved Subconsultants) is also prohibited under this Section 7.04.
- B. Consequences of Purported Assignment or Delegation: Any purported assignment of rights or delegation of performance in violation of this section will be void.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Owner's Consultant to any Design-Builder, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Owner's Consultant and not for the benefit of any other party.

#### 7.05 Governing Law

This Agreement is binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Agreement is governed by the laws of the Commonwealth of Virginia.

#### 7.06 Permits, Licenses, Certificates and Taxes

- A. The Owner's Consultant shall be solely responsible for complying with any applicable Federal, State and local laws, codes, ordinances and regulations that may be required.

- B. The Owner reserves the right to require documentation that Owner's Consultant is abiding by the ordinances, regulations, and laws applicable to the Owner's Consultant and its services.
- C. If Owner's Consultant is required by any regulatory agency to maintain professional license or certification to provide any service solicited under this Agreement, the Owner's Consultant shall provide the required documentation of the current license and/or certification upon request of the Owner at any time during the Agreement period.
- D. Failure to keep required license and/or certification current and in force for the term of the Agreement and any extension, will result in the Owner's Consultant being deemed to be in breach of the Agreement and the Owner may take any appropriate actions.
- E. The Owner is exempt from state sales tax. The Owner will furnish a Commonwealth of Virginia Sales and Use Tax Certificate of Exemption upon the Owner's Consultant's request.

#### 7.07 Owner's Consultant Must Be Authorized to Transact Business in the Commonwealth

- A. In accordance with the Virginia Public Procurement Act (VPPA) § 2.2-4311.2 a Consultant organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia Title 13.1 or Title 50 or as otherwise required by law.
- B. The Owner's Consultant shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Code of Virginia Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the Agreement.
- C. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### 7.08 Indemnification and Hold Harmless

- A. To the fullest extent permitted by law, the Owner's Consultant shall indemnify and hold harmless the Owner, its officers, directors, agents and employees (together the "Indemnified Parties") from and against third party liability, suits, actions, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, expert witness costs and all other reasonable costs and expenses incurred in preparing, negotiating, or prosecuting through trial and appeal any claims or demands for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, to the proportionate extent caused by the intentional misconduct or negligent acts, errors or omissions of the Owner's Consultant, its officers, agents, employees or Subconsultants in the performance of Consultant Services under this Agreement. Nothing in this Section 7.08 shall be deemed to require the Owner's Consultant indemnify the Owner against the consequences of the Owner's sole negligence.
- B. The Owner's Consultant acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity.

- C. The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

#### 7.09 Disclaimer of Liability

As a political subdivision of the Commonwealth of Virginia, the Owner cannot hold harmless or indemnify any Owner's Consultant for any liability whatsoever.

#### 7.10 Non-discrimination of Owner's Consultants

The Owner will not discriminate against any Owner's Consultant because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Owner's Consultant employs ex-offenders, unless the Owner has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If this Agreement is made with a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the Agreement objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

#### 7.11 Anti-Discrimination

- A. The Owner's Consultant certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the VPPA.
- B. If the Owner's Consultant is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to this Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds, provided however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§ 2.2-4343.1E of the VPPA).
- C. In every contract over \$10,000 the provisions in subsections 7.11.D and 7.11.E below apply.
- D. During the performance of the Agreement, the Owner's Consultant agrees as follows:
  - 1. The Owner's Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Owner's Consultant. The Owner's Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Owner's Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Owner's Consultant, shall state that such Owner's Consultant is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements for this Section.
- E. The Owner's Consultant will include the provisions of subsection 7.11.D above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each of its Subconsultants.
- 7.12 Ethics in Public Contracting
- A. The Owner's Consultant hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the VPPA, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.
- 7.13 Drug-Free Workplace to be Maintained by Consultant for Contracts Over \$10,000
- A. The Owner's Consultant, during the performance of this Agreement, agrees to:
1. Provide a drug-free workplace for its employees.
  2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying its employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Owner's Consultant's workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
  3. State in all solicitations or advertisements for its employees placed by or on behalf of the Owner's Consultant that the Owner's Consultant maintains a drug-free workplace.
  4. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each of its Subconsultants.
- B. For the purpose of this section, "drug-free workplace" means a site for the performance of Consultant Services done by the Owner's Consultant in accordance with this Section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Agreement.
- 7.14 Payments to Subconsultants
- A. In the event that the Owner's Consultant uses Subconsultants for any portion of the Consultant Services under this Agreement, the Owner's Consultant shall take one (1) of the two (2) following actions within seven (7) Days after receipt of amounts paid to the Owner's Consultant by the Owner for work performed by its Subconsultant under the Owner's Consultant:
1. Pay its Subconsultant for the proportionate share of the total payment received from the Owner attributable to the work performed by that Subconsultant under the Owner's Consultant; or

2. Notify the Owner and any of its Subconsultants, in writing, of its intention to withhold all or a part of such Subconsultant's payment with the reason for nonpayment.
- B. Upon receiving a written notice from its Subconsultant, the Owner's Consultant shall pay interest to its Subconsultant on all monies owed by the Owner's Consultant that remain unpaid after seven (7) Days following receipt by the Owner's Consultant of payment from the Owner for work performed by its Subconsultant under this Agreement, except for amounts withheld under subsection 7.14.A.2 of this section. The Owner's Consultant's obligation to pay an interest charge to its Subconsultant pursuant to the provisions of this section will not be construed to be an obligation by the Owner. A contract modification will not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim will not include any amount for reimbursement for such interest charge.
  - C. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of 0.50% per month on all amounts wrongfully withheld from Subconsultants by the Owner's Consultant. The Owner's Consultant shall include in each of its subcontracts a provision requiring each of its Subconsultant to otherwise be subject to the same payment and interest requirements set forth in this section with respect to each lower-tier Subconsultant.
  - D. No reimbursement shall be made to the Owner's Consultant for any of its Subconsultants that has not been previously approved by the Owner for use by the Owner's Consultant.

#### 7.15 Acceptance of Service

All Deliverables shall bear the name of the Owner's Consultant except for Deliverables prepared by Owner's authorized Subconsultant, which shall be properly identified as such and submitted by Owner's Consultant. The Owner shall determine the acceptability of all Deliverables.

#### 7.16 Payment Terms

- A. The Owner will remit full payment on all undisputed invoices in accordance with the terms of EXHIBIT D "Invoicing Procedures".
- B. The Owner will pay interest at a rate of 0.50% per month, on all undisputed invoices not paid within thirty (30) Days after acceptance of the service(s), AND receipt of a properly submitted invoice.

#### 7.17 Material and Workmanship

The Owner's Consultant shall be responsible for all Materials delivered and work performed until completion and acceptance of the Consultant Services, except for any completed unit of work which may have been accepted by the Owner.

#### 7.18 Modifications or Changes to the Agreement

- A. All modifications and changes to this Agreement shall be in writing.
  1. Change Order: If an amendment or supplement to the Contract Documents includes a change in the price of the Agreement or the number of days to complete the services as specified in this Agreement, such amendment or supplement must be set forth in a

Change Order. A Change Order can also establish amendments and supplements of the Contract Documents that do not affect the price of the Agreement or the number of days to complete the services as specified in this Agreement.

2. A Work Change Directive will not change the price of the Agreement or the number of days to complete the Services as specified in this Agreement but is evidence that the parties agree that the change ordered or documented by a Work Change Directive will require incorporation into a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the price of the Agreement; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, regarding change to the price of the Agreement or the number of days to complete the Services as specified in this Agreement, or both, no later than thirty (30) days after the completion of the Services set out in the Work Change Directive. The Owner's Consultant must submit any claim seeking an adjustment of the price of the Agreement or the number of days to complete the Services as specified in this Agreement, or both, no later than sixty (60) days after issuance of the Work Change Directive.
  - B. The Owner's General Manager or designated Administrative Contracting Officer shall have the sole authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order". In the event that the full extent of the impact of a change on cost or time of performance is not known at the time the changes are needed, and the time required to prepare a Change Order request would result in a delay in the Work that is unacceptable to Prince William Water, such changes may be ordered in a Work Change Directive.
  - C. The Owner's Consultant shall not perform any work described in any Change Order unless it has received a signed Change Order and Purchase Order from the Owner, except for where a Change Order is issued as follow up to a Work Change Directive.
  - D. Once final payment has been requested and made, the Owner's Consultant has sixty (60) Days to present or file any claims against the Owner concerning the Agreement. After that period, the Owner's Consultant has waived any right to claims against the Owner concerning the Agreement.
- 7.19 Modifications to the Agreement due to Public Welfare, Change in Law or Ordinances
- A. The Owner shall have the power to make changes to this Agreement as the result of changes in laws or ordinances of the United States, Commonwealth of Virginia and/or Prince William County to impose new rules and regulations on the Owner's Consultant under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.
    1. The Owner shall give the Owner's Consultant notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Owner's Consultant.

2. In the event any future change in federal, Commonwealth of Virginia or Prince William County law or ordinances that materially alters the obligations of the Owner's Consultant, or the benefits to the Owner, then the Agreement shall be amended consistent therewith.
3. Should those amendments materially alter the obligations of the Owner's Consultant, then the Owner's Consultant or the Owner shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The Owner and the Owner's Consultant agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the Owner and the Owner's Consultant shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of the Owner's Consultant directly and demonstrably due to any modification in the Agreement under this section.

#### 7.20 Disputes and Claims

- A. If the Owner's Consultant wishes to make a contractual claim, whether for extra compensation, damages or any other relief, the Owner's Consultant shall give Owner's Designated Representative notice in strict accordance with this Section. The Owner's Consultant's failure to comply strictly with the requirements of the Contract Documents shall result in waiver of the claim. In any event, all contractual claims shall be submitted in writing no later than sixty (60) Days after final payment.
- B. Resolution of any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to the Contract Documents to the extent not resolved by the parties hereto, shall be resolved exclusively by non-binding mediation if agreed to by both parties, or litigation in either the Circuit Court of Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. These two courts shall have exclusive and binding jurisdiction and venue over any and all disputes arising under the Contract Documents. The parties voluntarily waive any and all rights to a trial by jury. The fact finder shall be the court, sitting without a jury; provided, however, that nothing contained herein shall be construed to invalidate the finality of Owner's decisions.
- C. No Claims Against Individuals: No claim whatsoever shall be made by the Owner's Consultant against any officer, employee, Designated Representative or member of the Board of Directors of Owner for, or on account of, anything done or omitted to be done in connection with this Agreement, and the Owner's Consultant shall be strictly liable for all costs, attorney's fees and expenses incurred by any individual or entity who is sued in violation of this section.
- D. Disputes: In order to: (i) clearly identify the existence of a dispute between the parties and (ii) promote the prompt, efficient and fair resolution of each such dispute, the parties shall adhere strictly to the claims resolution procedure set forth below. Time is of the essence in meeting these requirements.
  1. Claims Resolution Procedures

- a. In accordance with section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Owner's Consultant under this Agreement. Section 2.2-4365, VA Code Ann., is not applicable to this Agreement, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by section 2.2-4365, VA Code Ann.
- b. Any claim shall be submitted in writing within ten (10) Days after the occurrence of the event giving rise to the claim, or within ten (10) Days of discovering the condition giving rise to the claim, whichever is later.
- c. The Owner's Consultant shall submit Claims in writing with respect to this Agreement for consideration by the Owner's Designated Representative.
- d. The decision of the Owner's Designated Representative shall be rendered in writing within thirty (30) Days from the receipt of the claim from the Owner's Consultant.
- e. If the Owner's Consultant is not satisfied with the decision or resolution of the Owner Designated Representative, the Owner's Consultant may appeal the claim with the Owner's Chief Finance and Business Operations Officer within thirty (30) Days of the Owner's Designated Representative's decision. The appeal shall be in writing.
- f. The Owner's Chief Finance and Business Operations Officer's shall render his or her decision on the Claim in writing to the Owner's Consultant within thirty (30) Days of receipt of the claim from the Owner's Consultant.
- g. If the Owner's Consultant is not satisfied with the decision or resolution of the Owner's Chief Finance and Business Operations Officer, the Owner's Consultant may appeal the claim to the Owner's General Manager within thirty (30) Days of the Owner's Chief Finance Officer's decision. The Owner's Consultant may submit the appeal to the Owner's General Manager by mailing or otherwise furnishing the Owner's General Manager a written copy of the claim and a request for the Owner's General Manager's determination.
- h. The Owner's General Manager's decision on the claim shall be rendered in writing to the Owner's Consultant within thirty (30) Days of receipt of the appeal from the Owner's Consultant, and shall be final and binding on behalf of Owner, unless the Owner's Consultant files a lawsuit against the Owner.
- i. Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Owner's Consultant shall proceed diligently with the performance of the Consultant Services under the Agreement.
- j. In accordance with the provisions of section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Owner's Consultant against the Owner arising out of this Agreement.

#### 7.21 Compliance with Occupational Safety and Health (OSHA) Requirements

- A. All services, practices and items furnished shall comply with the federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent federal, Commonwealth of Virginia, and/or local safety or environmental codes. Lack of knowledge of these requirements will not relieve the Owner's Consultant of their responsibilities.
- B. The Owner's Consultant certifies that all Consultant Services provided under this Agreement shall meet all applicable OSHA or Commonwealth of Virginia requirements.

#### 7.22 Records and Right to Audit

- A. Owner's Consultant shall maintain and require its Subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to the Consultant Services performed in connection with this Agreement including without limitation, reasonable substantiation of all incurred invoice costs pre-approved by the Owner.
- B. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Owner or any authorized Owner representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the Project to which this Agreement is related. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the Owner of any fees or expenses based upon such entries.
- C. Audit under this provision is to be according to conditions applicable, including, but not limited to, EXHIBIT C "Compensation and Labor Costs" and EXHIBIT D "Invoicing Procedures", plus all other Agreement provisions, including quantities billed, excepting that specified lump sum, fixed percentage, and unit prices are not subject to audit.
- D. Audit access to the Owner's Consultant's records in lump sum when applicable shall be sufficient to satisfy the Owner that all quantities meet the specifications and terms under this Agreement including verification of the Owner's Consultant's payments to its suppliers and Subconsultants. The Owner's Consultant shall remit promptly to the Owner the amount of any adjustment resulting from audit.
- E. Records pertaining to hourly rates and Owner's Consultant's personnel information shall be made available to the Owner to allow audit of the Consultant Services, provided that Owner shall take all steps necessary to ensure such information is maintained as Confidential Information as defined herein.
- F. Refusal of the Owner's Consultant to comply with the provisions in this Section shall be grounds for immediate termination for cause by the Owner of this Agreement.
- G. The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

#### 7.23 Strikes or Lockouts

The Owner will not compensate the Owner's Consultant for any expense or delay caused to the Owner's Consultant by a strike, slowdown, lockout, or other concerted employee work interrupting activity engaged in by employees of the Owner's Consultant or its Subconsultant except adjustment of the Agreement time where warranted, which shall be solely at the Owner's discretion.

## 7.24 Ownership of Documents/Deliverables

- A. All documents prepared for or furnished to Owner by Owner's Consultant pursuant to this Agreement are instruments of service. With respect to such documents:
  - 1. Owner's Consultant shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any elements used in the documents, but developed by Owner's Consultant or its Subconsultants independent of this Agreement. Owner's Consultant shall provide appropriate verification of such independent development upon Owner's request.
  - 2. Subject to the limited exception in Paragraph 7.24.A.1, upon payment to Owner's Consultant of amounts due and owing under this Agreement for Consultant Services performed by Owner's Consultant, the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in the documents prepared for or furnished to Owner by Owner's Consultant pursuant to this Agreement shall transfer to Owner.
  - 3. Upon transfer of ownership, title, and property rights to Owner under Paragraph 7.24.A.2, Owner's Consultant shall receive a limited, nonexclusive license to use the content of any subject document on other projects, provided such use does not conflict with Owner's business, commercial, proprietary, competitive, or security interests.
- B. All contracts and subcontracts entered into by the Owner's Consultant for the preparation of reports, studies, plans or other data for the Project shall provide that all such documents, in electronic form, facsimile or hard-copy and the respective rights obtained by virtue of such subcontracts shall be considered work made for hire and become the property of the Owner upon payment for services performed, as they are performed, in accordance with Paragraph 7.24.A.
- C. Any finished or unfinished documents related to the Project, including but not limited to reports, research materials, working papers, studies, calculations, plans, drawings, surveys, maps, models, photographs, specifications and other data to include any information containing employee personal information, whether provided by the Owner to the Owner's Consultant in connection with the Project or services under this Agreement, or produced by the Owner's Consultant, shall be and remain at all times, throughout the Project and thereafter, the property of the Owner, and shall be delivered to the Owner no later than ten (10) Days after any termination of this Agreement or final completion of the Project.
- D. The Owner's Consultant shall have the right to keep one (1) record set of any such documents that it has produced, but in no event shall the Owner's Consultant use or disclose, or permit to be used or disclosed, any such documents without the Owner's prior written authorization, which may be given or withheld in the Owner's sole and unfettered discretion. This requirement shall survive the termination or expiration of this Agreement.
- E. Any reuse of such documents by the Owner without the written verification or adaptation by the Owner's Consultant for the specific purpose intended will be at the Owner's sole risk.
- F. At the conclusion of Consultant Services and before final payment, or from time to time as may be required by the Owner, the Owner's Consultant shall release and deliver to the

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Owner any and all such originals, provided, however, that the Owner's Consultant may, with the Owner's approval, reproduce such originals for the purpose of the Owner's Consultant's record file of the Consultant Services. The Owner's Consultant shall not sell, copy, or reuse any materials in total or in part for any other project, except with the prior written permission of the Owner.

#### 7.25 Authorized Workforce Documentation (E-Verify)

Within five (5) Days from notice of award of the Agreement, the Owner's Consultant may be required to submit to the Owner documentation that each employee, worker, and all its Subconsultants or employees and workers are authorized to work within the United States. This documentation must include appropriate eligibility information from the U. S. Citizenship and Immigration Services E-Verify website.

#### 7.26 Right to Require Performance

The failure of the Owner at any time to require performance by the Owner's Consultant of any provision of this Agreement shall in no way affect the right of the Owner thereafter to enforce same, nor shall waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Waivers by either party shall be in accordance with Section 7.27 below.

#### 7.27 Waiver

- A. No Oral Waivers. The parties may waive portions of this Agreement only by writing executed by the party or parties against whom the waiver is sought to be enforced.
  - 1. Effect of Failure, Delay or Course of Dealing: No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
  - 2. Each Waiver for a Specific Purpose: A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

#### 7.28 Avoidance of Conflicts of Interest

- A. The Owner's Consultant agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Consultant Services for the Owner. The Owner's Consultant shall conscientiously avoid a conflict of interest with regard to work for the Owner, but when unavoidable, the Owner's Consultant shall take the following action:
  - 1. Disclose in writing to the Owner the full circumstances as to possible conflict of interest;
  - 2. Assure the Owner in writing that the conflict will in no manner influence its judgment or the quality of its Consultant Services performed for the Owner; and
  - 3. Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of the Owner.

- B. The Owner's Consultant shall promptly inform the Owner of any business associations, interest or circumstances which may be influencing its judgment or the quality of its Consultant Services under this Agreement.
- C. The Owner's Consultant shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.
- D. The Owner's Consultant shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with the Owner in connection with Consultant Services for which they are responsible.
- E. The Owner's Consultant and its employees shall be bound by the provisions of the Owner Code of Ethics provided in the Owner's purchasing regulations, as may be amended from time to time, which standards shall by this reference be made a part of this Agreement as though set forth in full.
- F. The Owner's Consultant agrees to incorporate the provisions of this Section into any subcontract.

#### 7.29 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

#### 7.30 Certifications of Wage Rates

Execution of this Agreement on behalf of the Owner's Consultant certifies that the wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

#### 7.31 Notices

- A. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified for giving of notice in compliance with the provisions of this Section 7.31. For the present, the parties designate the following as the respective places for giving of notice:

<u>For Owner's Consultant</u>	<u>With Copy to</u>

<u>For Owner</u> Prince William Water 4 County Complex Court Woodbridge, VA 22192 Attn: Contracts Management Department	<u>With Copy to</u> Bean Kinney & Korman PC 2311 Wilson Boulevard, Suite 500 Arlington, VA 22201 Attn: Mr. Mark Viani
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#### 7.32 Confidentiality

- A. The Owner is a public entity and, as such is subject to and supports the provisions of the Virginia Freedom of Information Act ("Virginia FOIA") and Virginia Public Procurement Act (VPPA) Section 2.2-4342, Public Inspection of Certain Records.
- B. Except as provided in the VPPA, all proceedings, records, contracts and other public records relating to the Owner's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with Virginia FOIA.
- C. The Owner's Consultant may seek protection from disclosure of its trade secrets or proprietary information submitted to the Owner in connection with this Agreement, the procurement of the same, and its Consultant Services hereunder; provided, however, that the Owner's Consultant must:
  1. Invoke the protections of VPPA Section 2.2-4342(F) prior to or upon submission of the data or other materials,
  2. Identify the data or other materials to be protected, and
  3. State the reasons why the protection is necessary.
  4. Owner's Consultant shall not designate as trade secrets or proprietary information (a) an entire bid, propose or prequalification application; (b) any portion of a bid, proposal or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal or prequalification application prices.
- D. If Owner's Consultant, when submitting materials to the Owner, requests that those materials not be subject to disclosure under applicable law, the Owner consequently denies a request for the disclosure of such materials based on the Owner's Consultant's request, and the Owner's denial of the request for disclosure is challenged in court, the Owner's Consultant shall indemnify, hold harmless and defend the Owner, its officers, directors, agents and employees from any and all costs, damages, fees and penalties (including but not limited to any attorneys' fees and other costs related to the litigation) relating thereto.
- E. The Owner shall determine whether materials submitted by the Owner's Consultant are subject to disclosure in the Owner's sole discretion, and the Owner shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure.
- F. The Owner, its officers, directors, agents and employees shall have no liability to the Owner's Consultant for such disclosure of materials provided by the Owner's Consultant.
- G. The Owner reserves the right to seek an opinion of the Attorney General of Virginia as guidance on matters regarding the disclosure of materials submitted by the Owner's

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Consultant and the applicability of Virginia FOIA, VPPA and this Agreement, with all such costs and expenses of doing so being at the sole expense of the Owner's Consultant.

- H. "Confidential Information" means, with respect to the Owner, all business and technical information of the Owner provided to Owner's Consultant in performance of the Consultant Services which are not subject to disclosure under Virginia FOIA or the VPPA, and with respect to Owner's Consultant, all business and technical information of Owner's Consultant provided to the Owner in connection with the performance of the Consultant Services which are designated as Confidential Information and are not subject to disclosure under Virginia FOIA or the VPPA.
- I. The parties shall:
  - 1. Keep, and not disclose to any third parties, any Confidential Information of the other party;
  - 2. Maintain and use the Confidential Information of one another only for the purposes of this Agreement and only as permitted herein;
  - 3. Only make copies of the Confidential Information as specifically authorized by the disclosing party and with the same confidential or proprietary notices as are on the original;
  - 4. Restrict access and disclosure of Confidential Information to their employees or agents who have a "need to know"; and
  - 5. Use commercially reasonable efforts, which shall be no less stringent than those efforts that each party uses to protect its own Confidential Information, to prevent the other's Confidential Information from being disclosed or used in violation of this Agreement; provided, however, that Owner's Consultant may disclose Owner's Confidential Information to its Subconsultants who are involved in performing any Consultant Services on behalf of Owner's Consultant, have a need to know such Confidential Information in order to carry out their responsibilities and have included this confidentiality clause in their contract with the Owner's Consultant.
- J. The parties shall return or destroy all Confidential Information of the other party upon termination of this Agreement or upon written request of the other party.
- K. Notwithstanding the forgoing, if a receiving party becomes legally compelled to disclose any of the Confidential Information of the disclosing party, the receiving party shall provide the disclosing party with prompt written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the provisions of this Agreement.
- L. If such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this Agreement, the receiving party shall:
  - 1. Furnish only that portion of the Confidential Information of the disclosing party that, upon the advice of legal counsel, is legally required to disclose, and
  - 2. Exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.

- M. In the event of a breach or threatened breach of this Section the parties recognize that money damages shall not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, the parties shall be entitled to seek an injunction, or other equitable relief or remedies, against such breach without necessity of posting bond or security, which is waived.
- N. The Owner's Consultant shall not divulge any confidential, proprietary, draft or for official use only information (including portions of materials) concerning the Project or provided to it by the Owner or any of the Owner's employees, consultants, contractors or agents, to anyone (including, for example, information on applications for permits, variances, and so forth) without the Owner's written consent, which may be given or withheld in the Owner's sole and unfettered discretion. The Owner shall designate such information as "Confidential", "Proprietary", "Draft", or "For Official Use Only". The Owner's Consultant shall obtain similar assurances from all those persons (including its employees or independent contractors) or firms retained by the Owner's Consultant pursuant to this Agreement. The Owner's Consultant further acknowledges and agrees that substantial damage will accrue to the Owner if this nondisclosure provision is breached by the Owner's Consultant or anyone for whom it is responsible, and therefore the Owner's Consultant agrees to pay any and all actual damages, costs or losses suffered by the Owner in the event there is a breach of this provision of this Agreement and to be subject to an injunction to enforce this provision. The Owner reserves the right to release any and all information relative to the Project, including, but not limited to, the time of release and the form and content hereof. This requirement shall survive the termination or expiration of this Agreement.
- O. The Owner's Consultant shall not include or disclose, or permit to be disclosed, any photographic, artistic, text, recorded or written testimonials or names or contact information for any of the Owner's personnel, or other reference to the Project or the Owner, or any materials received in connection with the Project, in any of its promotional marketing materials, studies, research, advocacy proposals, publications or social media. This requirement shall survive the termination or expiration of this Agreement.
- P. In its performance of work under this Agreement, if the Owner's Consultant is required to offer comments, opinions or testimonials on a specific subject matter related to the Services under this Agreement, under no circumstance shall the Owner's Consultant offer unsolicited written comments, opinions or testimonials other than what is specifically requested, or without the express written consent of the Owner. This requirement shall survive the termination or expiration of this Agreement.

### 7.33 Headings

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

### 7.34 Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated by reference.

### 7.35 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

### 7.36 Words and Phases

- A. Where the words “required”, “approved”, “approval”, “satisfactory”, “determined”, “acceptable”, or words of like import are used in this Agreement, action by the Owner is indicated unless the context clearly indicates otherwise, and all Consultant Services shall be in accordance therewith. Such action, or failure to act, shall not relieve the Owner’s Consultant of its contractual responsibilities for performance of this Agreement.
- B. Wherever it is provided in the Agreement that the Owner’s Consultant shall perform certain work “at its own expense”, or “without charge”, or that certain Consultant Services will not be paid for separately, such words mean that the Owner’s Consultant shall not be entitled to any additional compensation from the Owner for such work.

### 7.37 Notice to Proceed

- A. Owner’s Consultant shall not commence the Consultant Services until:
  - 1. All insurance to be furnished hereunder has been submitted and accepted by the Owner;
  - 2. Owner’s Consultant has received an Owner Purchase Order and written Notice to Proceed from the duly authorized representative of the Owner for Consultant Services under the Agreement.

### 7.38 Owner’s Consultant’s Security Responsibilities

- A. The Owner’s Consultant shall at all times conduct its operations under the Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or other means to any property and/or documents. The Owner’s Consultant shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of a loss, theft, or damage of its property or that of the Owner.
- B. The Owner’s Consultant shall comply with all applicable laws and regulations. The Owner’s Consultant shall cooperate with the Owner on all security matters and shall promptly comply with any Project security requirements established by the Owner.
- C. Such compliance with these security requirements shall not relieve the Owner’s Consultant of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner the Owner’s Consultant’s obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- D. The Owner’s Consultant shall prepare and maintain accurate reports of incidents of loss, theft, or vandalism and shall furnish these reports to the Owner within six (6) hours of becoming aware of the incident.
- E. Representatives and employees of the Owner’s Consultant must enter the Owner property through an entrance designated by Owner, and must adhere to all security rules and

regulations, and Owner's Consultant agrees to comply and cause compliance by its Subconsultants therewith.

- F. The Owner's Consultant may obtain authorization for trucks and other vehicles to enter the Owner's property subject to compliance with the Owner's rules and regulations.
- G. The Owner will accept no responsibility for replacement of, protection to, or policing of, the Owner's Consultant's equipment, tools or materials which are furnished or used in its work at the Owner's property.

#### 7.39 Damage of Property

- A. The Owner's Consultant shall replace any lost or stolen property, repair any damage of whatever kind or character, whether the property is publicly or privately owned, including the property of the Owner, to the extent caused by its operations (including its Subconsultants) to the condition such property was in prior to the damage or other incident, all to the reasonable satisfaction of the Owner.
- B. The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

#### 7.40 Order of Precedence

In the event of an inconsistency between modifications and provisions of this Agreement, the inconsistency shall be resolved in the following order:

- A. Change Order(s)
- B. Owner's Consultant Services Agreement

#### 7.41 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### 7.42 Total Agreement

This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Owner's Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.43 Definitions

- A. Agreement/Contract—When used as a proper noun and capitalized the terms "Contract" or "Agreement" shall mean: this Agreement. (When used as a common noun with lower case the terms "contract" or "agreement" shall mean: a mutually binding legal agreement between two or more parties.)

- B. *Change Order (see Attachment 1)*—A written order to the Owner’s Consultant executed by the Owner, issued after execution of an agreement, authorizing and directing an addition, deletion or revision in the Services or an adjustment in the compensation and/or schedule.
- C. *Conceptual Documents*—Documents that describe Owner’s goals and requirements for the design-build Project, in graphic form or written text. They may include performance criteria or objectives; budgetary limitations; quality standards; space, capacity, flexibility, and expandability requirements; drawings and specifications; design objectives, constraints, and criteria; and other documents that show, describe, or define the character, scope, and intent of the Work to be performed or furnished by Design-Builder.
- D. *Confidential Information*— All business and technical information of the Prince William Water provided to Consultant in performance of the Services which are not subject to disclosure under Virginia FOIA or the VPPA.
- E. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- F. *Construction*—The part of the Work that consists generally of making physical improvements at the Site and is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work (including any correction of defective Construction), and the furnishing of services (other than Design Professional Services) and documents, all as required of the Design-Builder by the Design-Build Contract.
- G. *Construction Drawings*—Documents prepared by or for Design-Builder, and accepted by Owner for purposes of allowing Design-Builder to proceed with the Construction or specific portions of the Construction, and consisting of drawings, diagrams, illustrations, schedules, and other data that graphically show the scope, extent, and character of the Construction (or specific portions of the Construction) to be performed by or for Design-Builder. Construction Drawings are not Contract Documents.
- H. *Construction Specifications*—Documents prepared by or for Design-Builder and accepted by Owner for purposes of allowing Design-Builder to proceed with the Construction or a specific portion of the Construction, and consisting of written performance requirements for materials, equipment, systems, standards, workmanship, and administrative procedures as applied to the Construction (or a specific portion of the Construction). Construction Specifications are not Contract Documents.

- I. *Administrative Contracting Officer*—Prince William Water representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the Contract Documents, including price.
- J. *Contract Documents*—The Contract Documents establish the rights and obligations of the Owner’s Consultant and Owner and include the Notice to Proceed, this Agreement, together with all Change Orders, Work Change Directives, and Administrative Contracting Officer written interpretations and clarifications issued on or after the Effective Date of the Agreement.
- K. *Contract Manager* —The Prince William Water person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the Prince William Water General Manager and Board of Directors.
- L. *Day (s)* —The word “Day” means a Calendar Day of 24 hours measured from midnight to the next midnight. Days in this Agreement shall mean consecutive calendar Days, unless otherwise specified.
- M. *Deliverables*—All electronic and/or physical items, products, reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, and specifications, the Owner’s Consultant must deliver to the Owner, at a specified date(s), and meeting the criteria defined in the Contract Documents.
- N. *Design-Build*—The individual or entity with which Owner has contracted for performance of the design and construction of the Project.
- O. *Design-Build Cost*—The cost to Owner of the design-build portion of the Project, as described in the report or Conceptual Documents under this Agreement. The Design-Build Cost will generally be comprised of the design-build contract price, as duly modified, and therefore will reflect the cost of completion of the design and the construction of the portion of the entire Project encompassed by that design, including engineering and other professional services, and construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Design-Build Cost does not include costs of services of Owner’s Consultant under this Agreement; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner.
- P. *Design Professional Services*— That part of the Work comprised of the furnishing of engineering, surveying, architecture, and other design services, and including but not limited to providing research, analysis, and conclusions regarding engineering and related matters; exercising professional judgment with respect to technical issues; the preparation of plans, reports, calculations, models, schematics, drawings, specifications, Design Submittals, the Construction Drawings, Construction Specifications, and other instruments of service; other services included in the contract documents and required to be performed by or under the responsible charge of licensed design professionals; and the review of Shop Drawings, observation of construction, response to requests for information or interpretation, analysis

of the technical aspects of Change Orders, and other engineering and related professional services provided by or for licensed design professionals during Construction.

- Q. *Design Submittal*— A submittal that pursuant to Laws and Regulations or the Design-Build Contract must be prepared by or under the supervision of a licensed engineer or other licensed design professional, including drawings, specifications, Construction Drawings, Construction Specifications, and revisions to such documents (but not including Record Documents).
- R. *Effective Date of the Agreement*— The date this Agreement becomes effective as documented by the Owner on the signature page of the Agreement.
- S. *Final Payment*—Payment made by the Owner for completed services and representing the balance of the Owner's financial obligation to the Owner's Consultant for this Project.
- T. *Hazardous Environmental Condition*— The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Agreement, does not establish a Hazardous Environmental Condition.
- U. *Hazardous Materials*— Asbestos, PCB's, petroleum, hazardous substances, or radioactive material. It is the intention of the parties that these terms be accorded the definition under applicable Laws and Regulations.
- V. *Key Personnel*—The designated responsible person or persons employed by the Owner's Consultant or any Subconsultant, whose individual action or inaction can impact the timely accomplishment of the Services.
- W. *Laws and Regulations; Laws or Regulations*— Any and all applicable laws, statutes, rules, regulations, ordinances, binding resolutions, codes, decrees, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- X. *Materials*—All information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not) developed by Owner's Consultant, including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.
- Y. *Maximum Base Raw Rate*—The maximum, not-to-exceed raw rate for each category set forth in EXHIBIT C "Compensation and Labor Costs".
- Z. *Maximum Fully Burdened Rate*—The maximum not-to-exceed burdened rate set forth for each category listed in EXHIBIT C "Compensation and Labor Costs".
- AA. *Multiplier*—A factor (as set forth in the attached EXHIBIT C "Compensation and Labor Costs") of the Owner's Consultant's employees performing the Services as more specifically outlined in Table 1 of EXHIBIT D "Invoicing Procedures".

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This document is a MODIFIED version of EJCDC® D-500, Agreement Between Owner and Owner's Consultant for Professional Services—Design-Build Project.

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- BB. Non-Reimbursable*—Costs or expenses for items and/or services that will not be directly invoiced to the Owner by the Owner’s Consultant.
- CC. Notice to Proceed*—A written notice issued by the Owner to the Owner’s Consultant fixing the date on which the Contract Times will commence to run and on which Owner’s Consultant shall start to perform the Services under the Contract Documents.
- DD. Other Direct Costs (ODCs)*—The non-salary expenses directly and indirectly attributable to the Services not covered under the non-reimbursable factor as specified in Table 1 of EXHIBIT D “Invoicing Procedures”, which incorporated into this Agreement by reference. ODCs include, but are not limited to, outside reproduction services for reproduction, printing, binding and photocopying of drawings, specifications, renderings, and other documents, high-end software maintenance charges, regulatory fees paid for securing approval of authorities having jurisdiction over the Services; and work-related. Owner’s Subconsultant services are excluded.
- EE. Record Documents*—The record copy for the design build project of all Construction Drawings, Construction Specifications, Change Orders, Work Change Directives, and approved Submittals maintained by Design-Builder at the Site, including any annotations to such documents made by Design-Builder during Construction.
- FF. Record Drawings and Record Specifications*—Documents depicting the completed Project, or a specific portion of the completed Project, based on or comprised of the Record Documents delivered to Owner by Design-Builder at the completion of the Construction.
- GG. Shop Drawings*— All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Design-Builder and submitted by Design-Builder to illustrate some portion of the Work.
- HH. Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of Design-Builder.
- II. Subconsultant*— An entity having a direct contract with the Owner’s Consultant, or with any Subconsultant, for the performance of a part of the Consultant Services.
- JJ. Total Project Costs*—The sum of the Design-Build Cost, allowances for contingencies, the total costs of design professional and related services provided by Owner’s Consultant and (on the basis of information furnished by Owner) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to Owner.
- KK. Work*—The entire design and construction, or the various separately identifiable parts thereof, required to be provided under the Design-Build Contract that Owner enters into with Design-Builder. Work includes and is the result of performing or providing all engineering and other professional services, and all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Design-Build Contract.

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*LL. Work Change Directive (see Attachment 2): A written directive to Consultant, issued on or after the Notice to Proceed of the Agreement signed by Prince William Water, ordering an addition, deletion or revision in the Work.*

7.44 Exhibits

EXHIBIT A: "Owner's Consultant Services – Scope of Work"

EXHIBIT B: Owner's Responsibilities

EXHIBIT C: Compensation and Labor Costs

EXHIBIT D: Invoicing Procedures

EXHIBIT E: Insurance Requirements

EXHIBIT F: Subconsultants List

7.45 Attachments

Attachment 1: Change Order

Attachment 2: Work Change Directive

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. The Owner, signing by and through the Owner's General Manager or designee, duly authorized to execute same and by the Owner's Consultant by and through its duly authorized officer(s) to execute the same.

This Agreement will be effective on \_\_\_\_\_ (which is the "Effective Date" of this Agreement).

OWNER'S CONSULTANT

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

(If Owner's Consultant is a corporation, or a partnership, attach evidence of authority to sign.)

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**EXHIBIT A**  
**OWNER'S CONSULTANT SERVICES**  
**SCOPE OF WORK**

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SAMPLE

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**EXHIBIT A**  
**OWNER'S CONSULTANT SERVICES**  
**SCOPE OF WORK**

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SAMPLE

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## EXHIBIT B

### OWNER'S RESPONSIBILITIES

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*In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:*

1. Provide Owner's Consultant with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
2. Furnish to Owner's Consultant any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Following Owner's Consultant assessment of initially-available Project information and data, upon Owner's Consultant request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Owner's Consultant to complete its Consultant Services. Such additional information or data would generally include but not limited to the following:
  - a. Property descriptions;
  - b. Zoning, deed and other land use restrictions;
  - c. Property, boundary, easement, right-of-way, and other special engineering surveys or data, including establishing, relevant reference points for design and construction which in Owner's judgment are necessary to enable Design-Builder to proceed with the Work;
  - d. Data prepared by or services of others, including without limitation explorations and test of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof;
  - e. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site and adjacent areas; and
4. Give prompt written notice to Owner's Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Consultant Services, or any defect or nonconformance in Consultant Services or in the work of Design-Builder.
5. Arrange for safe access to and make all reasonable provisions for Owner's Consultant and Owner's Consultant's Subconsultants to enter upon public and private property as required for Owner's Consultant to perform Consultant Services under this Agreement.
6. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by Owner's Consultant (including obtaining advice of any attorney, insurance counselor and other consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

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7. Advise Owner's Consultant of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering and constructability review.
  8. Furnish to Owner's Consultant data as to Owner's anticipated costs for services to be provided by others for Owner so that Owner's Consultant may make the necessary calculations to develop and periodically adjust Owner's Consultant opinion of Total Project Costs.
  9. Attend the pre-proposal conference, bid opening, initial conferences, design and construction progress and other job related meetings, and Substantial Completion and final payment inspections.
  10. Provide, as required by the Contract Documents, engineering surveys and staking to enable Design-Builder to proceed with the layout of the Work, and other special field surveys.
  11. Provide the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment of facilities of Owner, prior to their incorporation into the Contract Documents, with appropriate professional interpretation thereof;
  12. Provide inspection or monitoring services by an individual or entity other than Owner's Consultant (and disclose the identity of such individual or entity to Owner's Consultant) as Owner determines necessary to verify:
    - a. That Design-Builder is complying with any Laws or Regulations applicable to Design-Builder's performing and furnishing the Work; or
    - b. That Design-Builder is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
  13. Provide Owner's Consultant with the findings and reports generated by the entities providing services pursuant to subparagraphs 12.a and 12.b above.

In the event that Owner's Consultant believes the Owner is not reasonably complying with the requirements of the sections above, Owner's Consultant shall immediately provide written notice of such non-compliance to the Owner.

## COMPENSATION AND LABOR COSTS

### Table 1 Labor Costs

[illegible]

<sup>1</sup> Labor Category: The Labor Category/Title identified in Table 1.

<sup>2</sup> Base Hourly Rate: The initial rate of compensation, excluding any fringe benefits or lump sum payments.

<sup>3</sup> Multiplier: A factor by which a consultant's raw direct labor rate is multiplied. A multiplier includes overhead and profit.

<sup>4</sup> Fully Burdened Hourly Rate: The base hourly rate multiplied by the Multiplier. The Fully Burdened Hourly Rate is reflective of the consultant employee's work location, experience, and role on the Work.

**Table 2 Owner's Consultant Key Personnel**

<b>Owner's Consultant Employee Names</b>	<b>Labor Category/Title</b>

*Examples of Fully Burdened Hourly Rate Computation:*

*Example 1:* Employee Category: Consultant. Employee Base Raw Hourly Rate = \$48.72/hour  
Base Raw Hourly Rate of \$48.72 < Maximum Raw Hourly Rate of \$54.00; therefore, use  
Base Raw Hourly Rate of \$48.72/hour  
Base Raw Hourly Rate x Multiplier Factor = Fully Burdened Hourly Rate  
 $\$48.72/\text{hour} \times 2.9 = \$141.29$  Fully Burdened Hourly Rate

*Example 2:* Employee Category: Consultant. Employee Base Raw Hourly Rate = \$56.25/hour  
Base Raw Hourly Rate of \$56.25 > Maximum Raw Hourly Rate of \$54.00; therefore, use  
Maximum Raw Hourly Rate of \$54.00  
Maximum Raw Hourly Rate x Multiplier Factor = Fully Burdened Hourly Rate  
 $\$54.00/\text{hour} \times 2.9 = \$156.6$  Fully Burdened Hourly Rate

The labor costs and compensation for this Agreement will be computed as follows:

1. The Owner's Consultant shall provide the employee name and the labor category/title of the individual employee for the Agreement, as identified in Table 1 of this EXHIBIT C.
2. The Owner's Consultant shall provide a written request prior to and for approval by the Owner to add key employees, labor categories, transfer employees from one category to another or remove employees from a category. Such request shall provide sufficient documentation to support the request.

3. Hours - the hours worked for Consultant Services provided under this Agreement for the period of the invoice.
4. The Fully Burdened Hourly Rate - the rate specified in this Exhibit C Compensation and Labor for the individual employee, employee's work location, experience and the role.
  - a. The Fully Burdened Hourly Rate shall fall in the range provided in Table 1 of this EXHIBIT C and be based upon the employee's work location, experience, and role on the Work.
  - b. The Fully Burdened Hourly Rate is inclusive of project support costs such as computer, routine photocopying, postage, and telecommunications. These costs are captured in the multiplier.
5. Other Direct Costs (ODC) costs, as detailed in Table 1 of EXHIBIT E, shall be charged at cost.
6. Owner's Consultant's Subconsultant mark-up: The Owner's Consultant's cost for services provided by the Owner's Consultant's Subconsultant shall be limited to a 10% markup on the hourly raw base paid to the Owner's Subconsultant. The Owner reserves the right to negotiate at a lower cost than 10%, which will be clearly defined in the Agreement.
7. Multiplier: The multiplier, or labor burden, may include the following:
  - a. Raw Labor Cost
    - 1) Employee's Base Wage
  - b. Labor Burden
    - 1) Union Benefits
    - 2) Insurance
      - i) Workers Compensation
      - ii) Liability Insurance
      - iii) Payroll Taxes
    - 3) Payroll Taxes
      - i) State Unemployment
      - ii) Federal Unemployment
      - iii) Medicare
      - iv) Social Security
    - 4) Fringe Benefits
      - i) Health Insurance
      - ii) Retirement Benefits
      - iii) Holidays/Vacation
  - c. Not include the following:
    - 1) Safety bonuses

- 2) Safety Training
  - 3) Performance bonuses
  - 4) Small toll charges
  - 5) Profit margin
  - 6) General or Administrative overhead
  - 7) Application of labor burden rate for overtime labor
8. Overtime: Employees classified as exempt per FLSA are not eligible for overtime. Hourly (or non-exempt) employees are only eligible for overtime should they work more than 40 hours per week on Owner projects. If an hourly employee is eligible for overtime, their billable rate may not exceed the Maximum Fully Burdened Rate.

## **EXHIBIT D**

### **INVOICING PROCEDURES**

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#### **INVOICING PROCEDURES**

Invoices must contain sufficient information for the Owner to verify that the work was performed in accordance with this Agreement. The Owner requires that the following information be included in the invoice (or must be in the form of a report which must accompany the invoice) and contain the following information:

1. Contract Title and Contract Number, Purchase Order Number;
2. Invoice period of performance (all service dates to be inclusive);
3. Summary of deliverables or work achieved during the specified billing period including, for unit price work, details of quantities and prices, for lump sum work, details of the work performed in accordance with the schedule of values;
4. Proper documentation to support payment of change orders issued to this Agreement to include payroll records, and invoices for all materials, supplies, and services, purchased or leased, in performance of the work;
5. Other Direct Costs (ODC's): person incurring the cost, nature of work with which expenses are incurred, to include copies of invoices or receipts which describe the nature of the expense and contain the Agreement number which clearly indicates the expense is identifiable to the Agreement (Project related mileage, the start and end location, per trip must be included);
6. Owner's Consultant's Subconsultant fees must be documented by copies of invoices and receipts which describe the nature of the expenses which clearly indicates the expense is identifiable to the Agreement billed against. Subsequent addition of the identifier to the invoice or receipt by the Owner's Consultant is not acceptable except for meals and travel expenses;
7. Written documentation of acceptance of the work and/or deliverable by the Owner;
8. Owner's Consultant employee's name, labor category/title, hours billed by service date and base raw rate times multiplier factor to bill at fully burden rate; and
9. Monthly Progress Summary Report Form

The Owner's Consultant shall submit invoices on a monthly basis, but no more frequently than once per month directly to the Owner's Accounts Payable Department. The Owner's Consultant shall not invoice for work more than 90 Days after performance. The Owner shall pay invoices within 30 Days upon receipt unless any items thereon are questioned, in which event the Owner's Consultant will be notified of the disputed amounts/services, and payment will be withheld for those items pending verification of the amount and the validity of the invoice. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Owner's Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

If Owner fails to make any payment due Owner's Consultant for Services and expenses within 30 days after receipt of Owner's Consultant's invoice, then (1) the amounts due Owner's Consultant will be increased at the rate of 0.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30) day, and (2) in addition Owner's Consultant may, after giving seven (7) days' written

notice to Owner, suspend Services under this Agreement until Owner's Consultant has been paid in full all amounts past due for Services, expenses, and other related charges. Owner waives any and all claims against Owner's Consultant for any such suspension.

Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Owner's Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed for those items pending verification of the amount and the validity of the invoice, and must pay the undisputed portion.

Invoices shall be forwarded to:

By Mail	Physical Delivery
Prince William Water Attn: Accounts Payable P O. Box 2266 Woodbridge, Virginia 22195	Prince William Water Attn: Accounts Payable 4 County Complex Court Woodbridge, Virginia 22192
Or (Electronically, via email): <a href="mailto:accountspayable@pwcsa.org">accountspayable@pwcsa.org</a>	

Monthly Progress Summary Reporting for Projects Exceeding 90 Day Duration: In addition to and separate from the Invoice/Application for Payment documentation, the Owner's Consultant shall provide the Owner's Designated Representative, with a written Monthly Progress Summary Report detailing the status of ALL ongoing work tasked to and performed by the Owner's Consultant and the Owner's Consultant's Subconsultants. At a minimum, the Monthly Progress Summary Report shall include the following information:

1. Contract;
2. Name and title of Project;
3. A description of each the Consultant Services performed;
4. Budget of hours and dollars for hourly rate work (if applicable);
5. Budget of dollars for Lump Sum (if applicable);
6. Notice of any issues that could affect project completion schedule, quality or price (if applicable);
7. Cost and hours incurred to date for hourly rate work (if applicable);
8. Percent/deliverable completion to date for Lump Sum (if applicable);
9. Estimated cost and hours to complete for hourly work (if applicable);
10. Estimated percent/deliverables to complete for Lump Sum (if applicable);
11. Total of all previous Invoices;
12. Budget and schedule analysis; and
13. Projected completion date

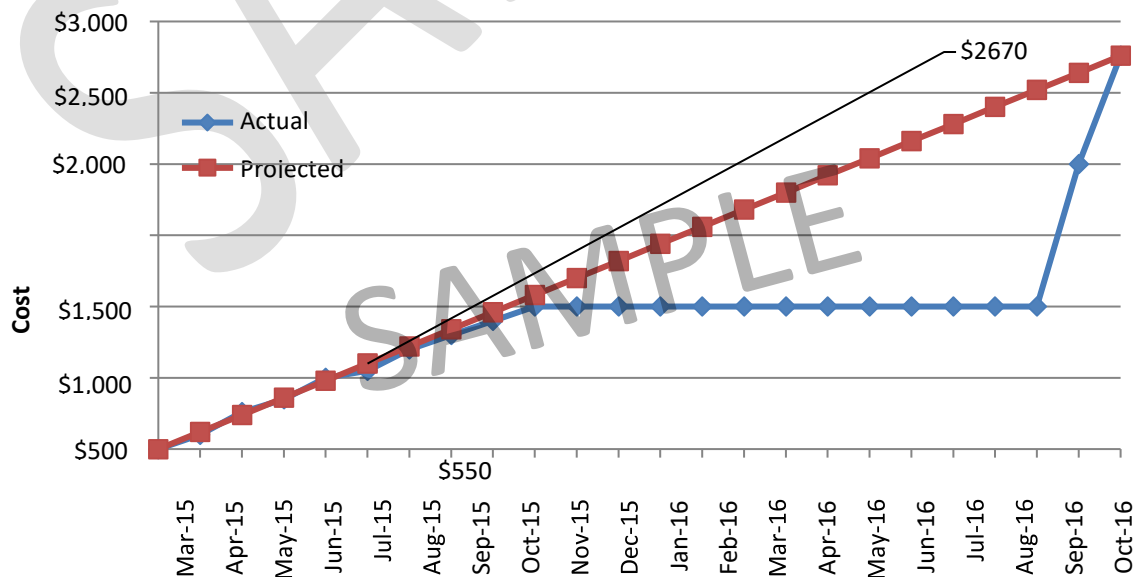
The Owner's Consultant shall submit the Monthly Progress Summary Report to the Owner's Designated Representative no later than the 5<sup>th</sup> Day of each month.

The Owner's Consultant shall perform a monthly schedule analysis to determine health of schedule and if necessary, provide cost variance explanations/recovery action plan(s).

**Prince William Water  
Monthly Progress Summary Report**

<b>Project Title:</b>	<b>Contract Number: SA-2512</b>
<b>Contract Start Date:</b> [mm/dd/yr]	Project No:
	PO Number:
PWCSA PM:	Contract PM:
<b>Project Period:</b> [mm/dd/yr] - [mm/dd/yr]	<b>Today's Date:</b> [mm/dd/yr]
<b>Progress This Period:</b>	
1. [Provide bullet summary of accomplishments during the invoice period]	
2.	
<b>Permits:</b>	
1.	
As of MM/DD/YY the Project budget is XX% expended.	
<b>Items For Resolution:</b>	<b>Next Milestone(s) / tracking with contract dates:</b>
1. [List issues to be resolved or information	1. [List specific tasks; meetings or
2. requested; if any]	2. accomplishments]
3. [List any outstanding change orders]	3.
4.	4.
<b>Variances:</b>	
1. [List approved change orders]	
2.	
3.	

**Projected and Actual Billing (running total)**



**Table 1 to EXHIBIT D**

Table 1: ALLOWABLE AND UNALLOWABLE COSTS				
Type of Cost		Direct Labor	Other Direct Costs	Non-Reimbursable Costs
		Reimbursable at Fully Burdened Hourly Rate Times Multiplier	Reimbursable at Cost	Unallowable costs or costs covered by Multiplier
1	Direct Labor – Owner’s Consultant Staff assigned to the work	X		
2	Pre-approved overtime for hourly consultant employees exceeding 40 hours on a Prince William Water project.	X		
	Unallowable overtime includes overtime for exempt consultant employees, unauthorized overtime, or billable rates exceeding the Maximum Fully Burdened Rate.			X
3	Indirect Labor such as consultant staff not assigned to the work and executive level employees not identified as key personnel.			X
4	Overhead Salaries or Compensation			X
5	Non-Reimbursable Compensation or Benefits such as:  Bonuses, Incentives and Recognition Awards Retirement Contributions and Pay Pension Plan Costs Social Security Taxes or Pay Federal and State Unemployment Allowances  Allowances for Vacation, Sick leave, and Holiday Pay			X
6	Overhead project support costs such as computer, routine photocopying, postage, and telecommunications.			X
7	Insurance Not Required by the Prince William Water			X
8	Costs/Expenses Recoverable by Insurance			X
9	Taxes (excepting Taxes associated with specific Other Direct Costs)			X
10	Legal fees			X
11	Licenses			X

**Table 1: ALLOWABLE AND UNALLOWABLE COSTS**

Type of Cost		Direct Labor	Other Direct Costs	Non-Reimbursable Costs
		Reimbursable at Fully Burdened Hourly Rate Times Multiplier	Reimbursable at Cost	Unallowable costs or costs covered by Multiplier
12	General Office Supplies and Equipment			X
13	Local and long distance telephone service			X
14	Buildings			X
15	Support Services (i.e. Cleaning, Storage, Utilities)			X
16	Unallowable travel such as non-work related travel and subsistence, travel that is not pre-approved, first class travel, or travel exceeding GSA rates.			X
17	Costs/Expenses (to include legal costs) Related to Consultant's Default or Breach of Contract			X
18	Recruiting and Advertising Costs			X
19	Contributions, Donations, Entertainment, or Organizational Membership			X
20	Fines and Penalties Due to Consultant's Violation or Non-Compliance with Laws and Regulations			X
21	Interest on borrowed money and associated finance charges			X
22	Costs or expenses not in accordance with this Agreement			X
23	Outside Reproduction Services <ul style="list-style-type: none"> <li>• Photocopying, printing or binding of drawings specifications, renderings, and other documents</li> <li>• Printing, mounting, laminating and/or physically preparing presentation materials</li> </ul>		X	
24	Outside (job shop) drafting and model-making services		X	
25	Outside Computer Services		X	
26	High-End Computer Usage and Software Maintenance Charges		X	

**Table 1: ALLOWABLE AND UNALLOWABLE COSTS**

Type of Cost		Direct Labor	Other Direct Costs	Non-Reimbursable Costs
		Reimbursable at Fully Burdened Hourly Rate Times Multiplier	Reimbursable at Cost	Unallowable costs or costs covered by Multiplier
27	Federal, State, and Local Regulatory Fees, including <ul style="list-style-type: none"> <li>• OSHA Health &amp; Safety</li> <li>• Applications Fees</li> <li>• Permits Fees</li> <li>• Permit Modification Fees</li> <li>• Filing Fees</li> <li>• Inspection Fees</li> </ul>		X	
28	Public Information and Document Requests fees		X	
29	Laboratory analyses and tests		X	
30	Work Travel and Subsistence Expenses		X	
31	Work Equipment Expenses (Rental or Purchase), including computer and communication usage project specific		X	
32	Construction Utilities project specific – all power, water, light, fuel, oil, compressed air		X	
33	Work Related Mileage or Car Rental Charges		X	
34	Insurance Required by the Prince William Water other than as described in Section 7.02 of this Agreement		X	
35	Storage Related to the Work on the jobsite		X	
36	Any other costs not set forth above with the Owner's Consultant and Owner that are agreed to in writing are reimbursable		X	

## EXHIBIT E

### INSURANCE REQUIREMENTS

#### REQUIRED INSURANCE LIMITS

Insurance Coverages and Limits:

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	\$2,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4.	Umbrella or excess liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Prince William Water named as additional insured on General Liability Policies (This coverage is primary to all other coverage Prince William Water may possess.)	
6.	Cancellation notice in accordance with policy provisions required.	
7.	Professional Liability	\$2,000,000 per Claim, \$6,000,000 Aggregate
8.	Best's Guide Rating	A-:VII or Better, or Equiv.
9.	The Certificate must state Contract No. SA-2512_Consultant Name	

## EXHIBIT F SUBCONSULTANTS LIST

[Enter CONSULTANT name] is encouraged to use good faith efforts to offer subcontracting opportunities to SWaM businesses to the greatest extent possible supporting Prince William Water's supplier-diversity commitment.

**TABLE 1 : OWNER'S CONSULTANT'S SUBCONSULTANTS**

<b>SUB-CONSULTANTS</b>	<b>Purpose</b>	<b>SWaM SUB-CONSULTANT (Y/N)</b>	<b>% OF CONTRACT</b>	<b>SUB-CONSULTANT COST</b>	<b>CONSULTANT COST (SUB-CONSULTANT + Markup)</b>
Total					

**TABLE 2: SUBCONSULTANT KEY PERSONNEL**

<b>NAME</b>	<b>Company</b>	<b>Function/Title</b>

After the issuance of this Contract, no change in Subconsultants will be made without prior written consent of the Owner's General Manager or his designee.

# Attachment 1

## Prince William Water

### Contract Change Order

Project Title: \_\_\_\_\_ Contract No.: SA-2512

Change Order No.: \_\_\_\_\_ PO Number: \_\_\_\_\_ Project Code: \_\_\_\_\_

---

Pursuant to the Terms and Conditions of the Agreement, make the following changes:

Justification:

---

#### CHANGE TO THE AGREEMENT PRICE

Original Amount	\$ _____
Current Amount, as adjusted by previous Change Orders	\$ _____
Contract Amount due to this Change Order shall increase/decrease by	\$ _____
The new Agreement Amount resulting from this Change Order	\$ _____

#### CHANGES TO THE AGREEMENT TIME

The Days of the Agreement shall Choose an item. by \_\_\_\_\_ Days.

This Change Order contains all changes to the Days of the Agreement and Agreement Price associated with this change. No further changes to the Days of the Agreement and Agreement Price related to this change or the impact thereof shall be considered.

---

By: _____ <b>Owner's Consultant (Authorized Signature)</b>
Print Name: _____
Title: _____
Company: _____
Date: _____

---

By: _____ <b>Owner (Authorized Signature)</b>
Print Name: _____
Title: _____
Company: <u>Prince William Water</u>
Date: _____

---

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**Attachment 2**  
**Prince William Water**  
**Work Change Directive**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project Title: Owner's Consultant Services – Featherstone Design-Build

Contract No.: SA-2512

Change Order No.: \_\_\_\_\_ PO Number: \_\_\_\_\_ Project Code: \_\_\_\_\_

---

Pursuant to the Terms and Conditions of the Contract, you are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

---

If Owner or Consultant believe that the above change has affected Agreement Price any claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Agreement Price:

**Hourly Not-to-Exceed: Table 1 Exhibit C Compensation and Labor**

---

Estimated increase/decrease in Agreement Price:     \$ \_\_\_\_\_

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase/decrease in Days of the Agreement: |

**Attachment 2**  
**Prince William Water**  
**Work Change Directive**

SIGNATURES

Authorized By:

Owner: PRINCE WILLIAM WATER

By: (sign) \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

Acknowledged:

Owner's Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

By: (sign) \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

# Conceptual Design Technical Memorandum

# MEMORANDUM

**DATE:** March 20, 2025

**TO:** Bijay Subedi, PE, Prince William Water

**FROM:** Richard Kincheloe, PE and Dan Villhauer, PE, Dewberry

**SUBJECT:** Featherstone SPS, L16, and Force Main Conceptual Design Technical Memorandum

## Message

The purpose of this technical memorandum is to summarize the design criteria and the assumptions for the conceptual building and site layout of the proposed Featherstone Sewage Pump Station (SPS), L16, and layout of the Force Main for the upcoming design-build project. The basis for the conceptual design was based information obtained from the following sources:

- L16 Featherstone SPS and Force Main Assessment Evaluation, prepared by Dewberry Engineers Inc., dated October 2023
- L16 Featherstone Force Main Evaluation, prepared by Dewberry Engineers Inc., dated June 2024
- In-Person Featherstone SPS and FCMN Workshop with Prince William Water (PW Water) and Dewberry Engineers Inc. on September 30, 2024

The design presented in this technical memorandum is conceptual in nature and changes are anticipated during the design-build process. The design-build team will have the opportunity to build upon the studies previously completed and the basis of design presented in the technical memorandum to provide the infrastructure needed to support PW Water at the Featherstone SPS today and in the future.

## Capacity Basis of Design

The new Featherstone SPS will be designed in a wet-pit/dry-pit configuration and can ultimately convey a peak hour flow of 43 MGD. This will be completed in phases, as summarized below:

- Phase I
  - Headworks Firm Capacity: 43 million gallons per day (MGD)
  - Two Pumping Capacity Conditions:
    1. Firm Pumping Capacity with a Single 30-inch Force Main: 24.6 MGD
    2. Ultimate Firm Pumping Capacity with Parallel 30-inch Force Mains: 33 MGD
  - 30-inch Force Main from Featherstone to new HL Mooney Headworks
- Phase II (future)
  - Headworks Firm Capacity: Remains at 43 MGD
  - Two Pumping Capacity Upgrade Options:
    1. 1.1 MG offline equalization (EQ) basin w/ EQ pumps
    2. Expand firm pumping capacity to 43 MGD (without EQ Basin)
  - Parallel Force Main (either rehabilitation or replacement of the existing 30-inch force main)

The intent of the Phase I project is to construct the headworks, wetwell, and drywell in a way to allow for flexibility in implementing either Phase II option. It is anticipated that a future EQ basin, if needed, could be constructed on the site of the existing pump station, which will be demolished after the construction of the new Featherstone SPS.

### **Headworks Sizing and Configuration**

The headworks will include three (3) channels with open channel grinders, each rated for a capacity of 21.5 MGD, for a firm hydraulic capacity of 43 MGD with one grinder out of service. The grinder channels will be provided with slide gates to allow for isolation of any of the grinder channels.

Hatches will be located over each grinder to facilitate removal for repair or replacement. An enclosed stairwell will allow for operator access to the top of grinder channel level to allow for routine maintenance and operation of the slide gates. The top of headworks channel walkways will be connected to the wetwell walkways to allow for easy access between the two areas.

### **Wetwell Sizing and Configuration**

The outlet of the grinder channels will discharge into a common wetwell inlet distribution channel to divide the wastewater flow between three (3) equally sized confined style wetwell chambers. Slide gates will be located at the inlet of each wetwell chamber to allow for isolation. The divider walls between the wetwell chambers will also be provided with slide gates to allow the wetwell chambers to operate as a common wetwell or individually. Walkways will be extended along the front and divider walls of wetwell to allow for operations staff to visually inspect each wetwell chamber.

### **Pumping and Drywell Configuration**

A below grade drywell will house dry-pit submersible pumps, piping, valves and appurtenances. A second stairway will allow operations staff access to the drywell. Each wetwell chamber will have two dedicated pumps with an ultimate of six (6) total pumps for the 43 MGD capacity. The total dynamic head of each pump for Phase I was sized based on a conceptual 30-inch or equivalent diameter force main routed from the new Featherstone SPS to the HL Mooney Advanced Water Reclamation Facility (AWRF) headworks. The Phase I project will include the following pumping units:

- Type of Pump: Dry-pit Submersible
- Number of Pumps: 4 (3 duty, 1 standby)
- Pumping Rate per Pump: 11 MGD
- Total Dynamic Head (TDH): 165 ft
- Estimated Motor Size: 500 HP

Phase II will include the installation of two (2) additional pumping units to increase the firm pump station capacity to 43 MGD. These pumps will be either sized to the pump to a new offline EQ basin or will manifold with the Phase I pumps to pump 43 MGD to the HL Mooney AWRF. The final sizing of these pumps will be determined based on whether they will pump to an EQ basin or through the force main to the HL Mooney AWRF.

Each pump will have individual suction and discharge pipes, which will connect to a common manifold. In Phase I, the manifold will discharge out of one side of the drywell and include two surge relief valves, and a magnetic flow meter located outside of the drywell in a below grade vault. Space will be provided for the two (2) future pumps to connect into the manifold with a second force main outlet on the other side of the drywell. Isolation valves will be installed on the manifold between pump discharge connections to allow for pumping in either direction. In Phase II, the second manifold discharge location will either pump to the future offline EQ basin or will connect into the force main system to the HL Mooney AWRF.

### **Pump Station Building**

A building will be constructed over the drywell and will include electrical gear, HVAC equipment, a bathroom, and an office. Hatches will be installed in the concrete slab, centered over each pump location,

to allow for a motorized monorail hoist to remove or reinstall pumps. The monorail will extend through double doors to allow for exterior loading and unloading.

### **Electrical, Controls, and Instrumentation Summary**

Based on the estimated electrical loads, the Featherstone SPS will require 4000A service entrance rated equipment. A service disconnecting means will be mounted on the pump station exterior next to the utility CT cabinet.

The building above the drywell will house the automatic transfer switch (ATS), main switchboard, low voltage infrastructure, pump control panels and variable frequency drives (VFDs). It is assumed that the main and future equalization pumps will be driven by 18-Pulse VFDs with reduced voltage soft starter (RVSS) bypasses.

To serve this facility, a 3,000kVA transformer and 2,750kW standby diesel generator will be recommended. The generator will be located outside with a sound attenuated enclosure and a skid mounted belly fuel tank.

The pump station will include a programmable logic controller (PLC) and backup human machine interface (HMI) with redundant power supplies, operator interface terminal (OIT), and full redundant back up controls and instrumentation complying with the latest version of Prince William Water's SCADA Design & Configuration Standards. A separate Communications Rack will also be provided and will house the UPS and 24-port, Power over Ethernet, managed ethernet switch, and cellular router. Each cellular router will be provided with two Omni-directional antennas to be mounted a minimum 12" above the highest point on the building. The site will be provided with both a WAN and VLAN network for local and remote communications. The WAN will support the PLC, access control, operation video, and system management sub-networks.

### **HVAC Summary**

Heating, ventilation and cooling (HVAC) requirements will vary based on the pump station area. The headworks and wet well will be ventilated to provide continuous air change to prevent the accumulation of corrosive gases and provide odor control. The air vacated from the wet well will be sent through an air phase odor control system to remove odors and prevent them from becoming a nuisance problem.

The dry well and pump station building will be declassified from Class 1, Division 2 to unclassified, which requires continuous ventilation at 6 air changes per hour and exhaust system monitoring and alarms. The dry well and building will also require unit heaters to prevent freezing.

### **Site Layout**

The Featherstone SPS site layout will place the new SPS on the adjacent parcel north of the existing site. This will allow for the construction of the new SPS, while maintaining operation of the existing SPS throughout the duration of construction. The existing gravel road will continue to be used for pump station site access with a paved area being constructed around the proposed SPS. The existing gravity sewer mains will be re-routed to the new headworks.

For Phase II, if PW Water decides to proceed with the construction of an offline EQ basin, it is assumed that it will be constructed in the location of the existing SPS, after it is demolished. The site piping will be configured to allow for the incorporation of the offline EQ basin and a future parallel 54-inch influent gravity trunk main as needed to support the continued increase of wastewater flow into the pump station.

A significant portion of the proposed and existing SPS site is within Zone AE of the Floodplain, with a 100-year flood elevation of 10 ft, which is likely to require grading within the floodplain to put the SPS and

site access above the floodplain. It is recommended that a flood plain study be completed during the design phase to confirm the 100-year and 500-year flood plain to allow for protection of the new SPS against flooding and to ensure continuous access to the SPS and generator fuel tank during flood events. It is anticipated that this project will require a Conditional Letter of Map Revision (CLMOR) and a Letter of Map Revision (LMOR) due to the work in the floodplain.

A geotechnical report was completed for informational purposes by ECS Mid-Atlantic, LLC, and is included in the Attachments.

### **Force Main**

The proposed 30-inch force main from the Featherstone Sewage Pump Station to the H.L. Mooney Advanced Water Reclamation Facility will alleviate the hydraulic restrictions of the existing force main. The recommended alignment as presented in Figures 3.0 through 3.4 are anticipated to have no identified wetland impacts, easier site access, less impact to established roadways, and less required easements than other alternatives considered. This project would include the installation of a proposed 30-inch force main to convey flows from the Featherstone SPS.

Figures 3.0 through 3.4 show easements required to facilitate the construction and continued operation of the proposed force main.

### **Conclusions and Recommendations**

The construction of a new Featherstone SPS will require PW Water to acquire an easement on the adjacent parcel to the north of the existing SPS site as shown in **Figure 1.1**. This will allow PW Water to construct the new 33 MGD SPS as well provide room for the future construction of an offline EQ basin, if needed to convey the future peak hour flows of up to 43 MGD.

Based on the conceptual alignment of the proposed 30-inch force main, an easement will be required along Wildlife Way. Additional easements for temporary construction access and laydown may be required and will be the responsibility of the Design-Build team or identify and obtain.

### **Attachments**

Figure 1.1 – Phase I Site Conceptual Layout and Site Piping Plan

Figure 1.2 – Phase I Site Conceptual Layout Aerial

Figure 1.3 – Phase II Site Conceptual Layout and Site Piping Plan

Figure 2.1 – Pump Station Conceptual Layout – Top Plan

Figure 2.2 – Pump Station Conceptual Layout – Lower-Level Plan

Figure 2.3 – Pump Station Conceptual Layout – Typical Section

Figure 3.0 – Force Main Overview

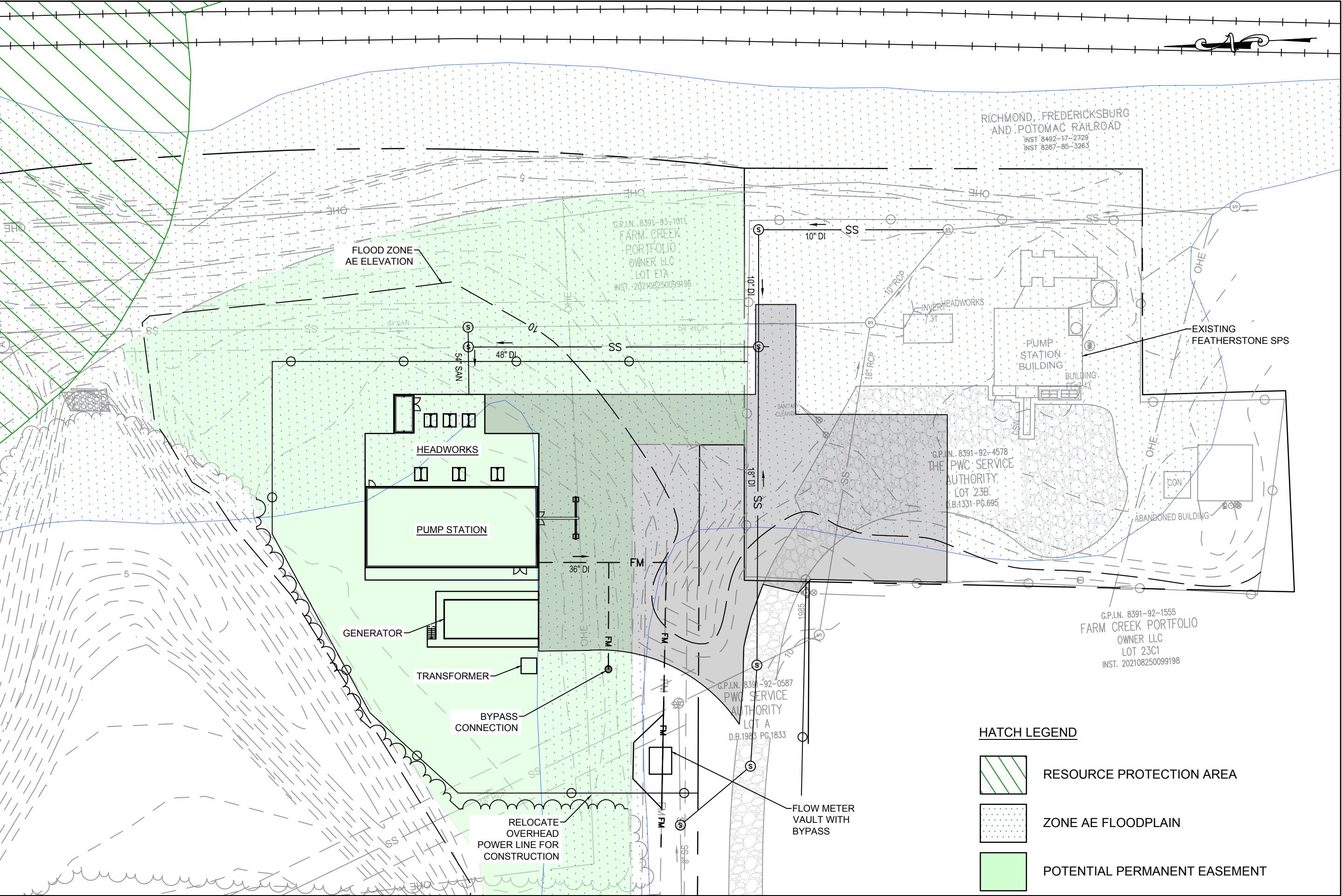
Figure 3.1 – Force Main Alignment (1 of 4)


Figure 3.2 – Force Main Alignment (2 of 4)

Figure 3.3 – Force Main Alignment (3 of 4)


Figure 3.4 – Force Main Alignment (4 of 4)

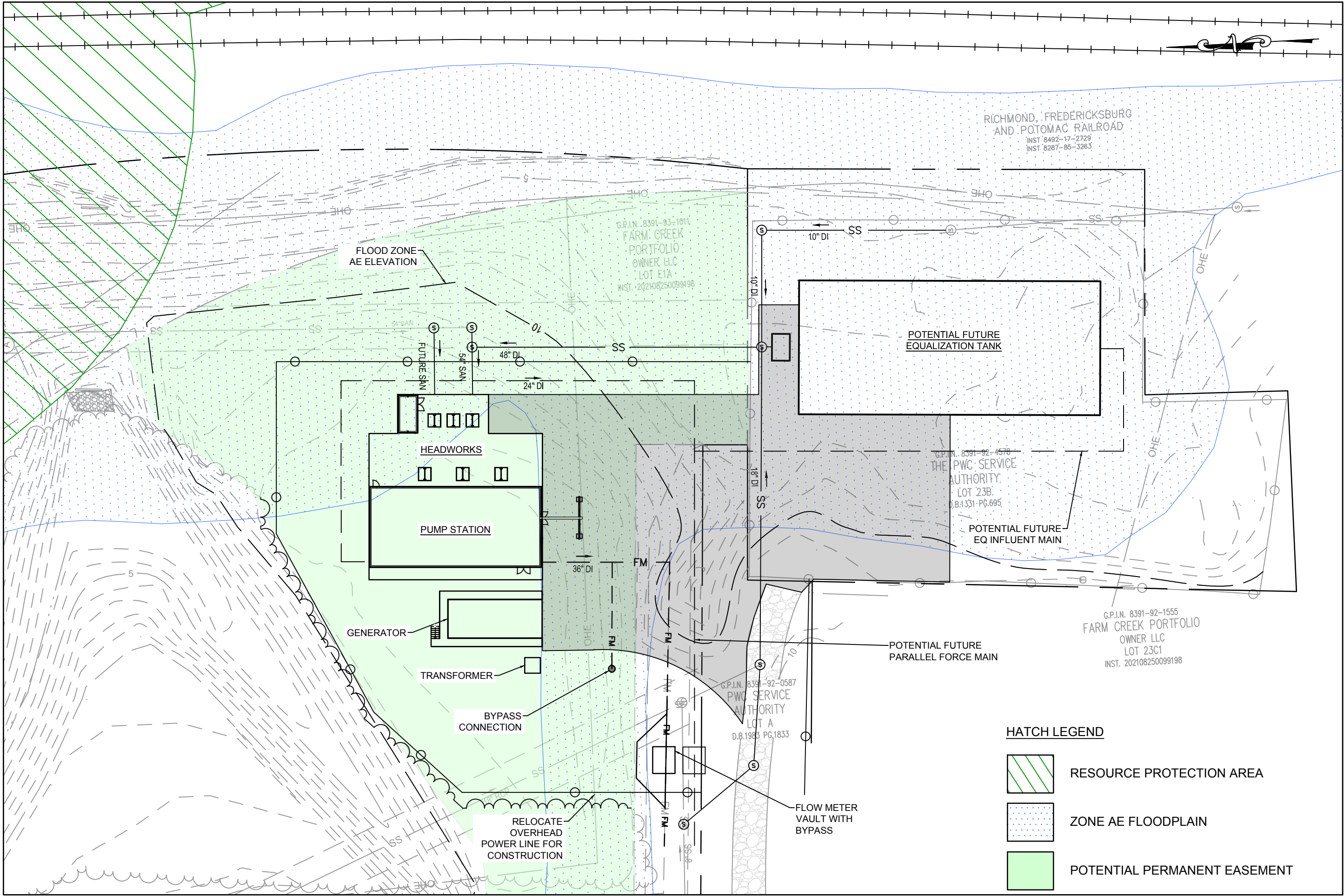
Geotechnical Feasibility Data Report, by ESC Mid-Atlantic, LLC




 <b>Dewberry</b> Dewberry Engineers Inc. 8401 Arlington Boulevard Fairfax, Virginia 22031-4666 703.849.0100 www.dewberry.com	DATE	01/2025	SCALE	1" = 40'	TITLE	PHASE I SITE CONCEPTUAL LAYOUT AND SITE PIPING PLAN	FIGURE NO.
	PROJ. NO.	50183735	PROJECT	FEATHERSTONE SPS EASEMENT ACQUISITION			

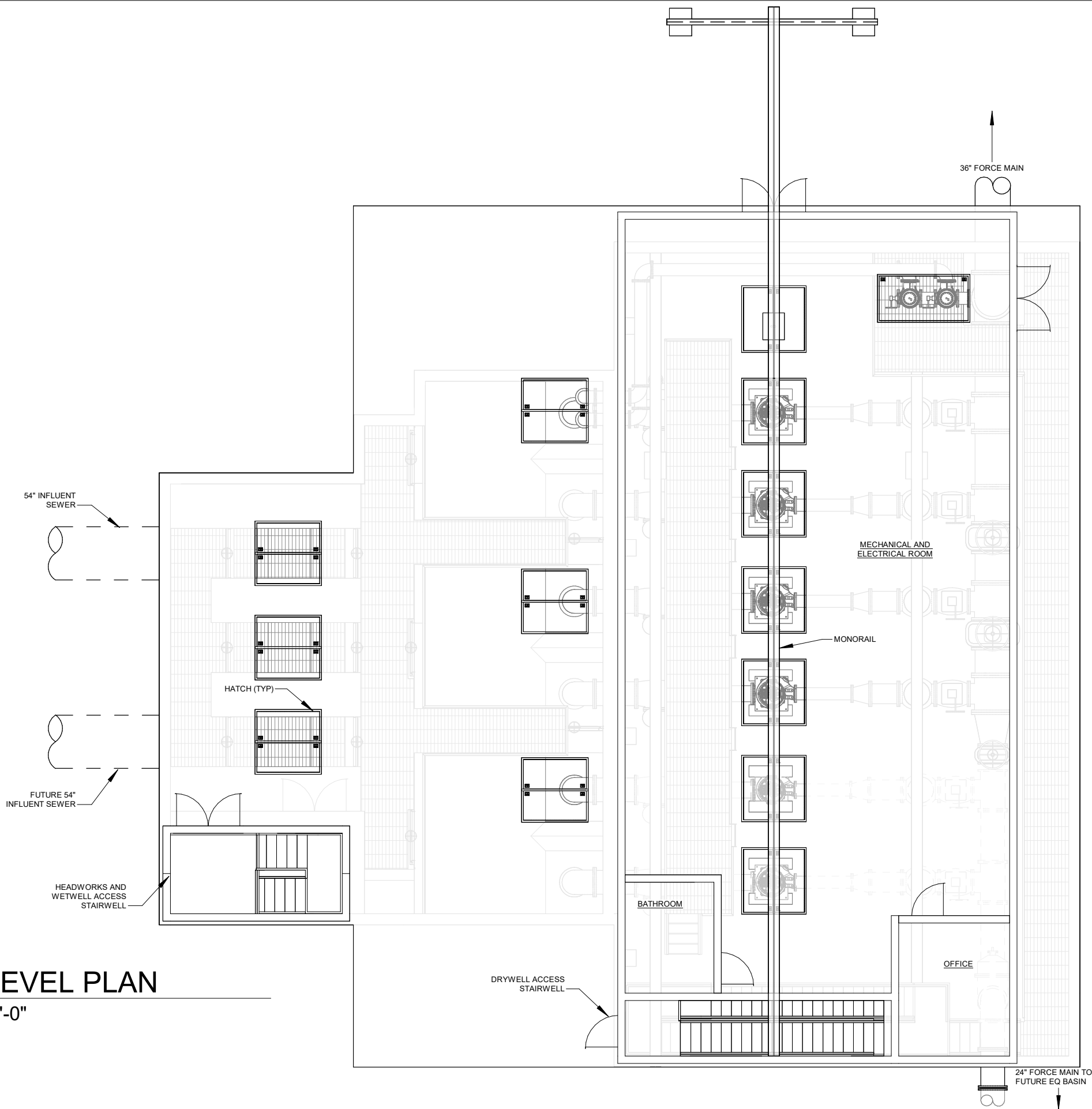


 <b>Dewberry</b> Dewberry Engineers Inc. 8401 Arlington Boulevard Fairfax, Virginia 22031-4666 703.849.0100 www.dewberry.com	DATE 01/2025	SCALE 1" = 40'	TITLE PHASE I SITE CONCEPTUAL LAYOUT AERIAL	FIGURE NO. 1.2
	PROJ. NO. 50183735	PROJECT FEATHERSTONE SPS EASEMENT ACQUISITION		



 <b>Dewberry</b> Dewberry Engineers Inc. 8401 Arlington Boulevard Fairfax, Virginia 22031-4666 703.849.0100 www.dewberry.com	DATE	01/2025	SCALE	1" = 40'	TITLE	PHASE II SITE CONCEPTUAL LAYOUT AND SITE PIPING PLAN	FIGURE NO.
	PROJ. NO.	50183735	PROJECT	FEATHERSTONE SPS EASEMENT ACQUISITION			

1 UPPER LEVEL PLAN  
Scale: 1" = 10'-0"



2

LOWER LEVEL PLAN

Scale: 1/8" = 1'-0"

A  
2.3

54" INFLUENT  
SEWER

FUTURE 54"  
INFLUENT SEWER

HATCH OPENING  
(TYP)

REDUNDANT  
GRINDER OR  
MANUAL BAR  
RACK

GRINDER (TYP)

SLIDE GATE  
(TYP)

SURGE RELIEF VALVE  
DISCHARGE (TYP)

HANDRAIL (TYP)

24" SUCTION ELBOW  
(TYP)

PLUG VALVE FOR DRY  
WELL FLOOD EMERGENCY.  
EXTEND VALVE OPERATOR  
TO TOP LEVEL

MAIN PUMP (TYP)

20" PLUG VALVE  
(TYP)

36" GATE VALVE  
(TYP)

20" CHECK VALVE  
(TYP)

24" GATE VALVE  
(TYP)

24" BLIND FLANGE (TYP)

FUTURE EQ BASIN PUMP  
(TYP)

MONORAIL  
(TYP)

24" WALL PIPE WITH  
BLIND FLANGES

24" FORCE MAIN TO  
FUTURE EQ BASIN

36" FORCE MAIN

12" SURGE RELIEF  
VALVE (TYP)

**A** SECTION  
Scale: 1/8" = 1'-0"

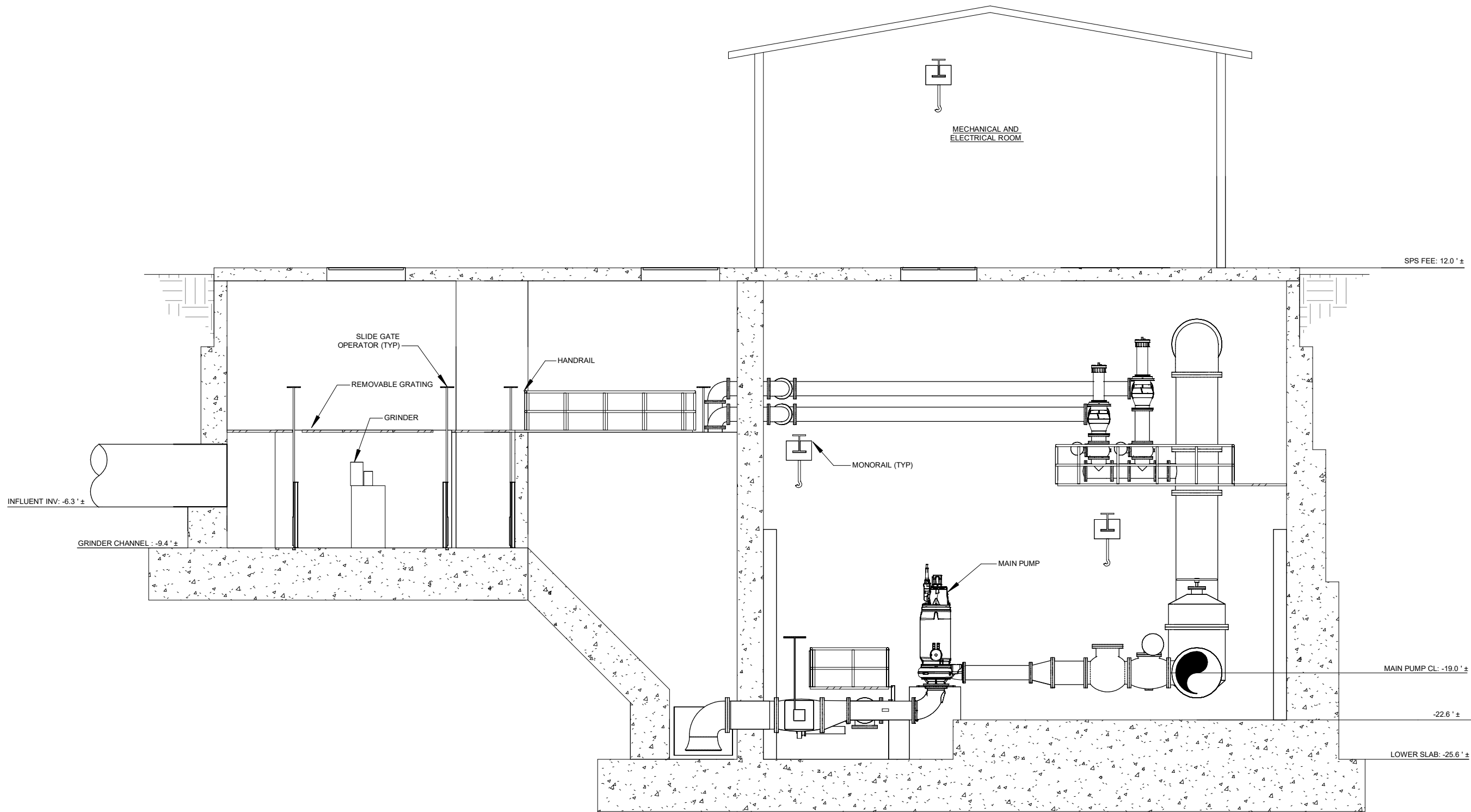


FIGURE NO.

2.3

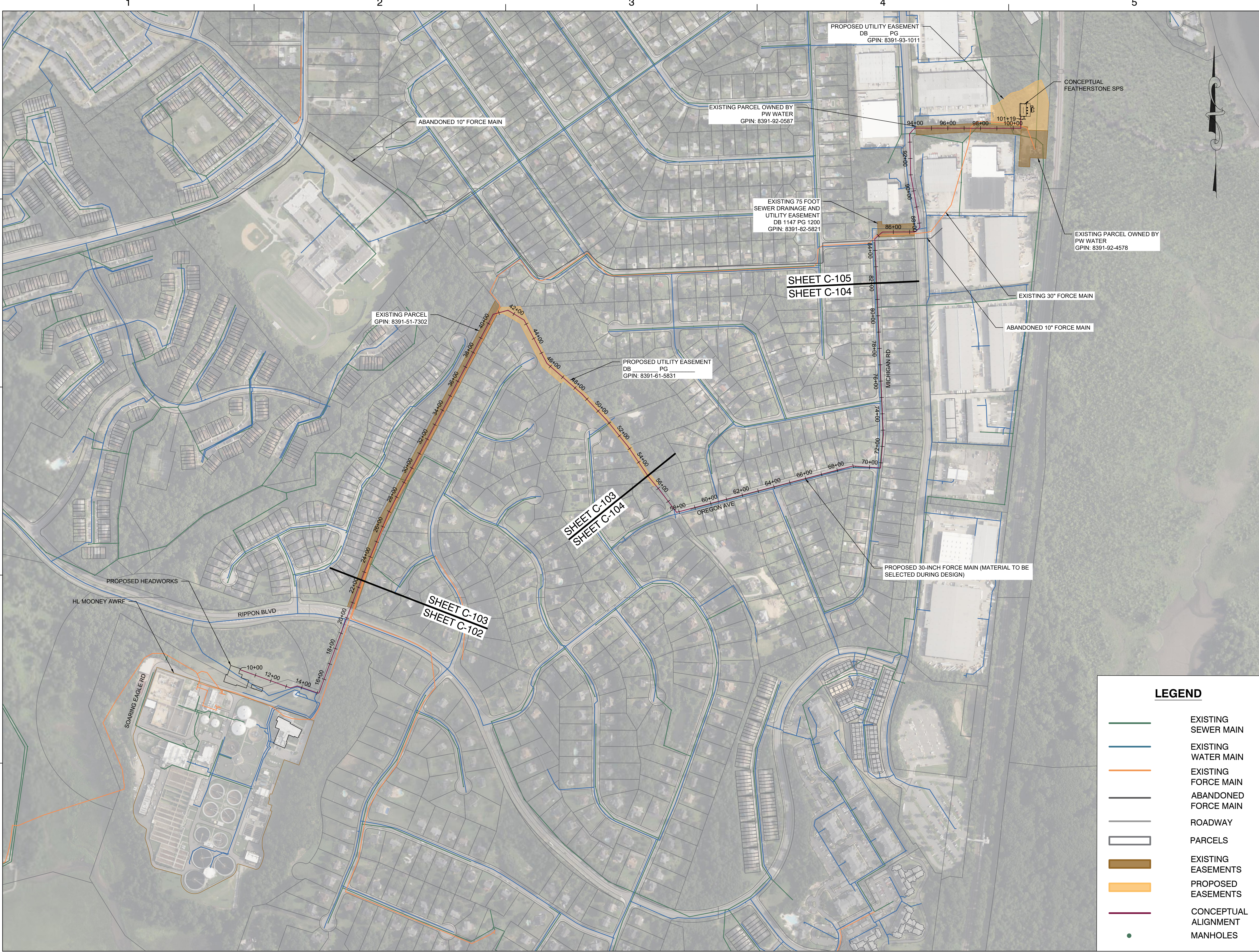
TITLE  
PUMP STATION CONCEPTUAL LAYOUT - TYPICAL SECTION


SCALE  
1/8" = 1' - 0"

DATE  
01/2025

PROJECT  
FEATHERSTONE SPS EASEMENT ACQUISITION

PROJ. NO.  
50183735





Dewberry Engineers Inc.  
8401 ARLINGTON BLVD.  
FAIRFAX, VA 22031  
703.849.0100 (PHONE)  
703.849.0518 (FAX)

**FEATHERSTONE  
FORCE MAIN  
ALIGNMENT STUDY**

PRINCE WILLIAM COUNTY, VA

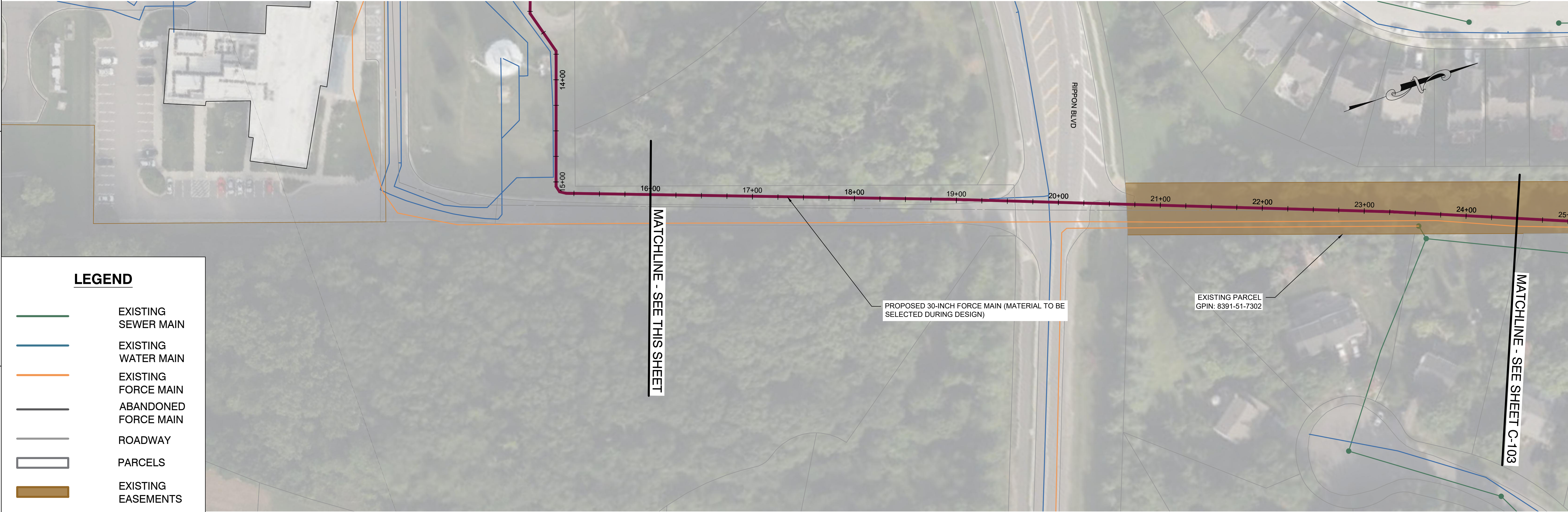
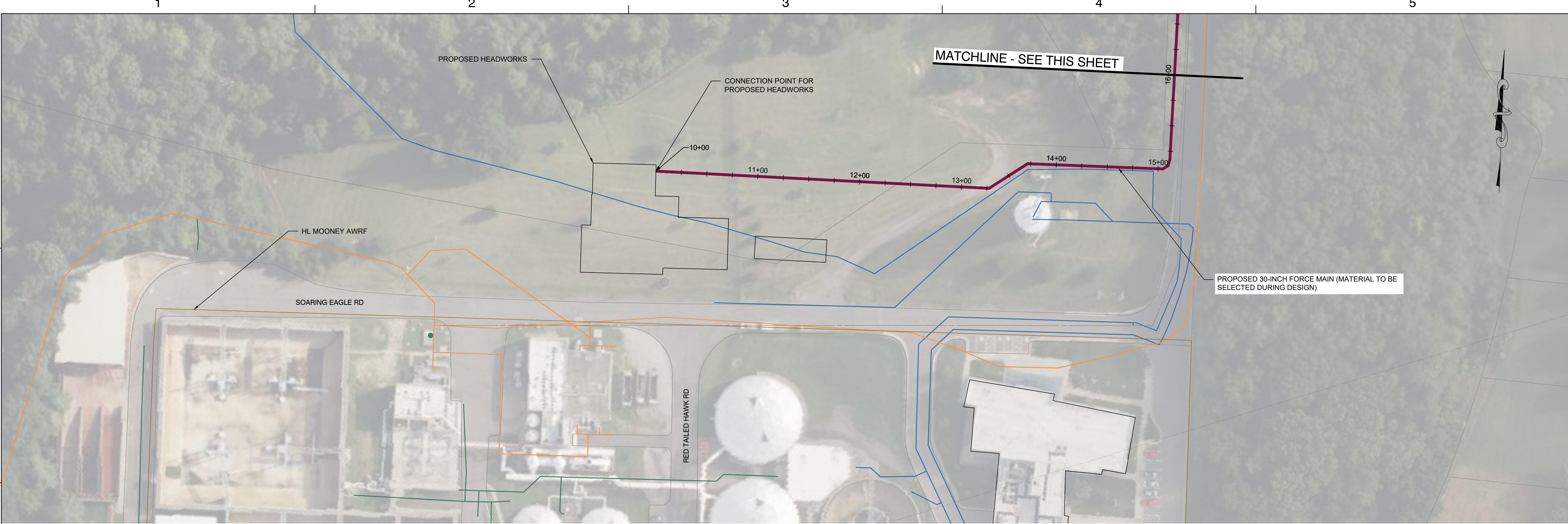
SEAL

KEY PLAN

SCALE  
0 250 500  
HORIZONTAL SCALE: 1" = 250'

No.	DATE	BY	Description
REVISIONS			
DRAWN BY: JRH/RA			
APPROVED BY: RNK			
CHECKED BY: MRL			
DATE: FEBRUARY 2025			
TITLE			
<b>CONCEPTUAL FORCE MAIN ALIGNMENT SHEET INDEX</b>			
PROJECT NO.		50183735	
FIGURE NO.			

**3.0**



**LEGEND**

- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- ABANDONED FORCE MAIN
- ROADWAY
- PARCELS
- EXISTING EASEMENTS
- PROPOSED EASEMENTS
- CONCEPTUAL ALIGNMENT
- MANHOLES

**NOTES:**  
THE FORCE MAIN ALIGNMENT SHOWN IN THIS EXHIBIT IS CONCEPTUAL IN NATURE AND NOT INTENDED FOR CONSTRUCTION. THE CONCEPTUAL ALIGNMENT WAS BASED ON AVAILABLE GIS DATA AND HAS NOT BEEN VERIFIED BASED ON FIELD WORK OR DETAILED DESIGN. THE ALIGNMENT MAY CHANGE BASED ON INFORMATION OBTAINED IN FUTURE FIELD WORK INCLUDING, BUT NOT LIMITED TO, FIELD TOPOGRAPHIC AND BOUNDARY SURVEYS, UTILITY CONFLICTS BASED ON SUBSURFACE UTILITY ENGINEERING (SUE), ENVIRONMENTAL IMPACTS, AND OTHER UNKNOWN SUBSURFACE CONDITIONS OR CONFLICTS.



Dewberry Engineers Inc.  
8401 ARLINGTON BLVD.  
FAIRFAX, VA 22031  
703.849.0100 (PHONE)  
703.849.0518 (FAX)

FEATHERSTONE  
FORCE MAIN  
ALIGNMENT STUDY

PRINCE WILLIAM COUNTY, VA

SEAL

KEY PLAN

SCALE  
0 50 100  
HORIZONTAL SCALE: 1" = 50'

No.	DATE	BY	Description

REVISIONS			
DRAWN BY	JRH/RA		
APPROVED BY	RNK		
CHECKED BY	MRL		
DATE	FEBRUARY 2025		

TITLE  
**CONCEPTUAL  
FORCE MAIN  
ALIGNMENT  
PLAN VIEW**

PROJECT NO. 50183735  
FIGURE NO.

FEATHERSTONE  
FORCE MAIN  
ALIGNMENT STUDY

PRINCE WILLIAM COUNTY, VA

SEAL

KEY PLAN

SCALE  
0 50 100  
HORIZONTAL SCALE: 1" = 50'

No.	DATE	BY	Description

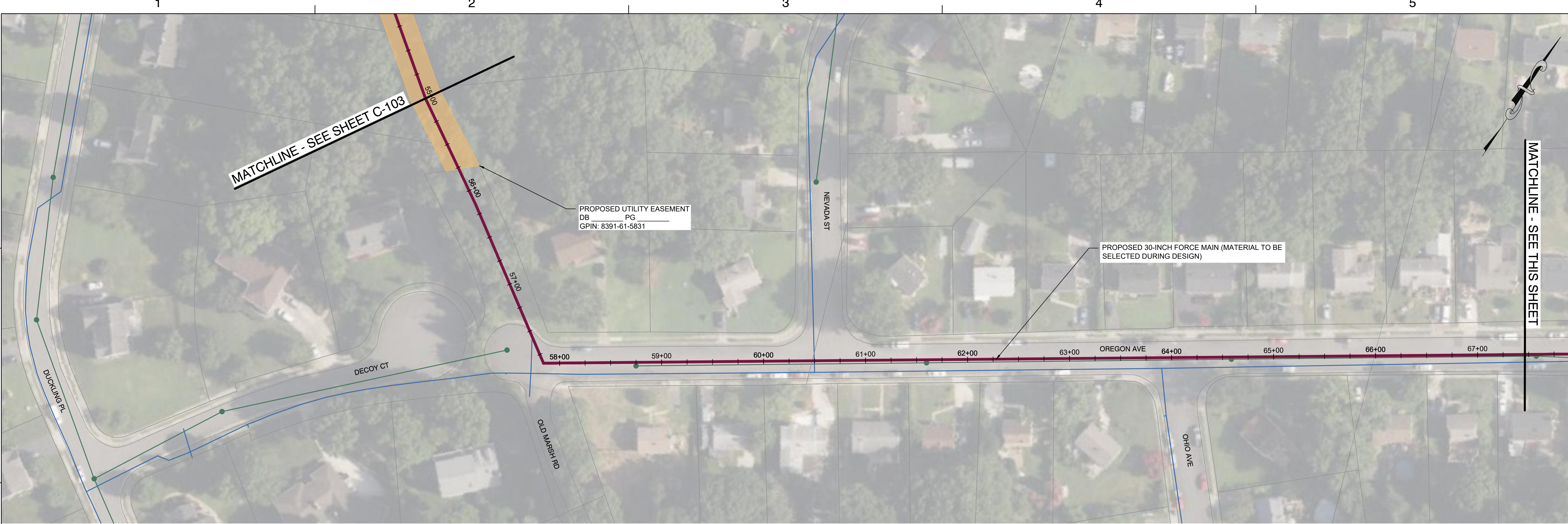
REVISIONS			
DRAWN BY	JRH/RA		
APPROVED BY	RNK		
CHECKED BY	MRL		
DATE	FEBRUARY 2025		

TITLE  
**CONCEPTUAL  
FORCE MAIN  
ALIGNMENT  
PLAN VIEW**

PROJECT NO. 50183735  
FIGURE NO.

3.2





**LEGEND**

EXISTING SEWER MAIN

EXISTING WATER MAIN

EXISTING FORCE MAIN

ABANDONED FORCE MAIN

ROADWAY

PARCELS

EXISTING EASEMENTS

PROPOSED EASEMENTS

CONCEPTUAL ALIGNMENT

MANHOLES

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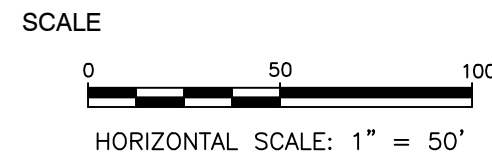
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FEATHERSTONE  
FORCE MAIN  
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PRINCE WILLIAM COUNTY, VA

SEAL

KEY PLAN

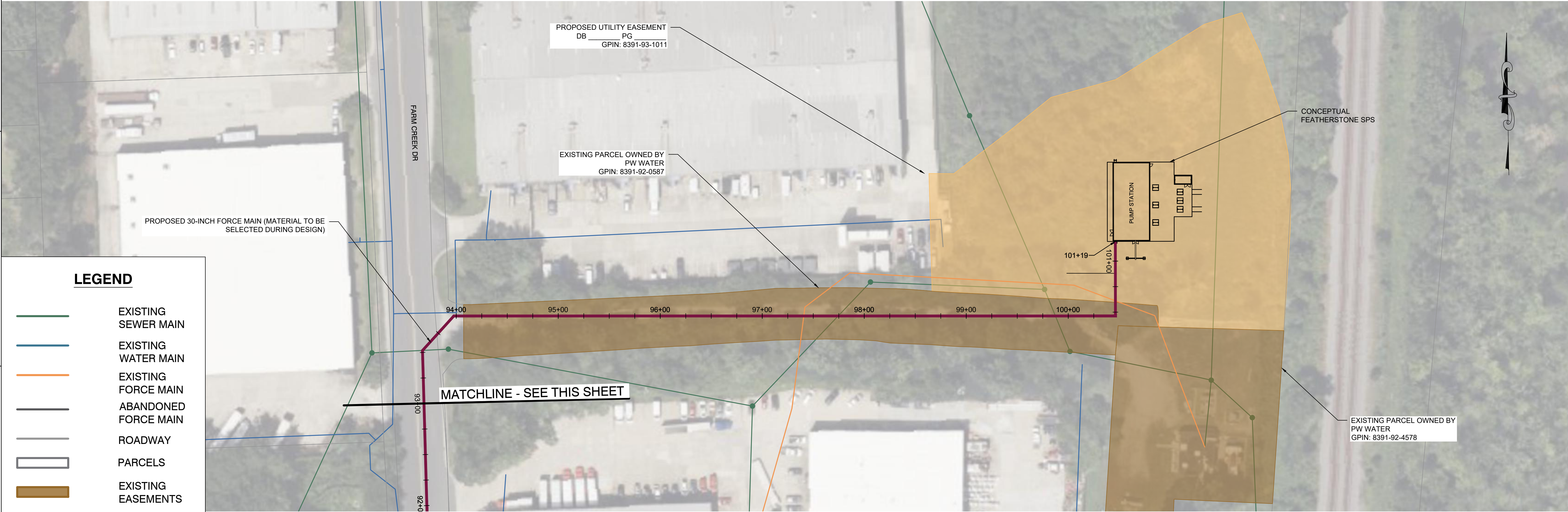
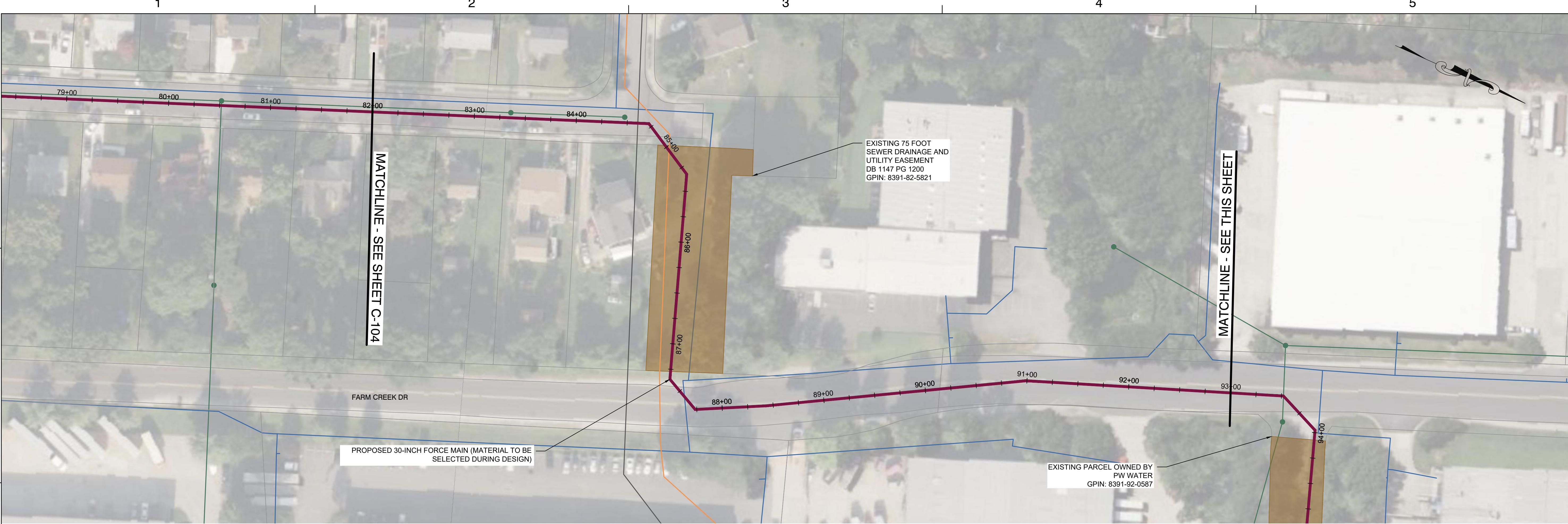


No.	DATE	BY	Description

REVISIONS			
DRAWN BY	JRH/RA		
APPROVED BY	RNK		
CHECKED BY	MRL		
DATE	FEBRUARY 2025		

TITLE  
**CONCEPTUAL  
FORCE MAIN  
ALIGNMENT  
PLAN VIEW**

PROJECT NO. 50183735  
FIGURE NO.



LEGEND

EXISTING SEWER MAIN

EXISTING WATER MAIN

EXISTING FORCE MAIN

ABANDONED FORCE MAIN

ROADWAY

PARCELS

EXISTING EASEMENTS

PROPOSED EASEMENTS

CONCEPTUAL ALIGNMENT

MANHOLES

NOTES:  
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FEATHERSTONE  
FORCE MAIN  
ALIGNMENT STUDY

PRINCE WILLIAM COUNTY, VA

SEAL

KEY PLAN

SCALE  
0 50 100  
HORIZONTAL SCALE: 1" = 50'

No.	DATE	BY	Description

REVISIONS

DRAWN BY

JRH/RA

APPROVED BY

RNK

CHECKED BY

MRL

DATE

FEBRUARY 2025

TITLE

CONCEPTUAL  
FORCE MAIN  
ALIGNMENT  
PLAN VIEW

PROJECT NO.

50183735

FIGURE NO.

3.4



March 3, 2025

Mr. Richard Kincheloe, P.E.  
Dewberry Engineers Inc.  
8401 Arlington Boulevard  
Fairfax, Virginia 22031

ECS Project No. 01:33927

Reference: **Geotechnical Feasibility Data Report, Featherstone Sewage Pump Station**  
Farm Creek Drive, Woodbridge, Prince William County, Virginia 22191

Dear Mr. Kincheloe:

As authorized by acceptance of our proposal (No. 01:69447-GPR) via issuance of Dewberry Service Purchase Order (No. 2004218) to provide geotechnical feasibility data for the subject project, we have completed the following letter report for your use. The scope for this project was developed to gather preliminary geotechnical information for the site to be used for feasibility and due diligence purposes and use in schematic design of the Featherstone Sewage Pump Station. Additional geotechnical field exploration and analyses should be conducted once the site and building layouts and finished floor elevations have been established to develop design level recommendations. The geotechnical data in this report is not intended to be used for final design purposes or site plan submission.

**Project Location/Current Site Conditions/Historic Site Use**

The subject property is located within the parcel addressed as 15015 Farm Creek Drive, which lies to the north of the existing pump station operated by the Prince William County Service Authority at 15023 Farm Creek Drive, in Woodbridge, Prince William County, Virginia. While the existing pump station site is cleared and developed with a gravel access road leading to it, the parcel with the proposed development was primarily wooded at the time of our exploration. A project *Site Location Diagram* is included as an attachment to this report.

Based on our review of the publicly available, historic satellite imagery, some development, including clearing, appears to have taken place between 1954 and 1979. Further site disturbance and grading appears to have taken place between 1987 and 1991 as part of the Featherstone Industrial Park development. The site appears to have been mostly clear between 1995 and 2004. Since 2004, vegetation growth has taken place. The site is currently primarily wooded.

## **Project Description**

In preparing this report, we were not provided any architectural, structural, or civil grading drawings for the proposed development of the site; ECS understands they are not available at this time. However, we were provided a Site Layout and Site Piping plan, prepared by Dewberry, dated January 2025, which indicate that the proposed development will include headworks facility, pump station, generator pads/room, transformer pad, flow meter vault, tank area, and associated utilities.

## **Regional Geology**

The proposed site is located in the Atlantic Coastal Plain Physiographic Province of Virginia. This Coastal Plain Province is characterized by a series of southeasterly dipping layers of deposits of a mixture of sand gravel silt and clay, are estimated to be approximately 250 feet thick. In general, the higher elevations of the site area consist of terrace deposits of the Quaternary Age. These deposits are often underlain by the Potomac Group sediments of the Cretaceous Age. Colluvial movement of these deposits has covered the side of some slopes, and alluvial deposits can be found along streams in the area. These soils eventually transition into residual soils formed from the in place physical and chemical weathering of the underlying parent bedrock.

The Quaternary Terrace deposits consist predominantly of sands, with varying quantities of silt, clay, and gravel. Some thin, silty clay deposits with low to medium plasticity can also be encountered within the Quaternary deposits. The Cretaceous Age Potomac Group deposits generally consist of interlensed, discontinuous, sand and clay layers that generally slope to the southeast at approximately 0.5 to 0.8 degrees. The sand layers generally consist of fine to medium sand, with varying amounts of clay and silt. In isolated areas, gravel can also be encountered. The occurrences of the sand layers are discontinuous, both laterally and vertically.

## **Field Exploration**

The field exploration was planned with the objective of characterizing the project site in general geotechnical and geological terms and to evaluate subsequent field and laboratory data. Our exploration procedures are explained in greater detail in the report attachment titled Subsurface Exploration Procedures.

The subsurface conditions have been explored by drilling three soils test borings (SB-01 through SB-03). An all-terrain vehicle (ATV)-mounted drill rig was utilized to drill the soil test borings, and the borings evaluated to the study were advanced to depths on the order of 15 feet to 50 feet below the existing ground surface. The SB-01 boring location was identified and located in the field by Dewberry Surveyors. The SB-02 and SB-03 boring locations were identified and located in the field by ECS field crews.

Standard Penetration Tests (SPTs) were conducted in borings at regular intervals in general accordance with ASTM D 1586. Representative samples were obtained during these tests and were used to classify the soils encountered. The standard penetration resistances obtained provide a general indication of soil shear strength and compressibility.

## Subsurface Characterization

Existing fill should be expected at the time of construction since the site has been previously disturbed and graded. Fill was encountered to depths on the order of up to 2 to 5 feet below existing ground surface at the time of the exploration. The fill soils were classified as Firm to Stiff SANDY LEAN CLAY (CL) and FAT CLAY WITH SAND (CH). Beneath surficial soils and fill materials, natural soils consisting of Firm to Stiff SANDY LEAN CLAY (CL) and FAT CLAY (CH), and Loose to Very Dense CLAYEY SAND (SC) and SILT (ML) were encountered.

## Potentially Expansive Soils

Within the proposed project limits, potentially expansive soils (CH) were encountered in all three borings. When expansive clays and silts and clay-silt mixtures are encountered, they should not be used as fill for roadway, curb, gutter, and sidewalk subgrade, within utility trenches, or within embankment slopes. If these soils are encountered at foundation bearing elevation, they should be undercut to 4 feet below finished exterior grade or to 2 feet below the bottom of footing, whichever is deeper, and replaced with engineered fill. Floor slabs placed in areas where potentially expansive soils are encountered should be underlain by at least 2 feet of engineered fill. If the earthwork is conducted during the winter or early spring months, it is expected that even the low-plasticity clay/silt soils at the surface may need to be removed or dried prior to fill placement.

For suitability of natural soils to be used in structural areas (i.e. foundations and floor slabs), soils meeting all four of the following provisions shall be considered expansive per the International Building Code (IBC), except that tests to show compliance with items 1, 2 and 3 shall not be required if the test prescribed in Item 4 is conducted:

1. Plasticity Index (PI) of 15 or greater, determined in accordance with ASTM D 4318.
2. More than 10 percent of the soil particles pass a No. 200 sieve (0.75  $\mu$ m), determined in accordance with ASTM D 422.
3. More than 10 percent of the soil particles are less than 5 micrometers in size, determined in accordance with ASTM D 422.
4. Expansion Index greater than 20, determined in accordance with ASTM D4829.

In accordance with the Prince William County Expansive Soils Policy, if the Plasticity Index (PI) of the soil 20 or less and the Liquid Limit (LL) is 45 or less, the Plasticity Index Corrected ( $PI_{cor}$ ) or the Expansion Index Corrected ( $EI_{cor}$ ) may be substituted in the definition of Expansive Soil. Where  $PI_{cor}$  and  $EI_{cor}$  are determined as follows:

$$PI_{cor} = PI \times (\% \text{ Passing No.40 sieve})/100 \text{ and } EI_{cor} = EI \times (\% \text{ Passing No. 4 Sieve})/100$$

## Existing Fill Material

We recommend further research be done in order to determine if there is documentation to indicate if existing fill soils were placed in a controlled manner as engineered fill. The documentation should include "documentation of certification" together with tests results that shows that the fill material and placement procedures meet the requirements of an engineered fill. Without the required documentation,

the existing fill material should be considered undocumented fill and in accordance with Prince William County requirements, all areas of undocumented fill should be removed in their entirety within the building footprint and within a 10-foot offset of the building footprint limits, then regraded to finish grade with engineered fill.

### **Construction Groundwater Control**

In hollow-stem drilling operations, water is not introduced into the boreholes and the groundwater position can often be determined by observing water flowing into the boreholes. Furthermore, visual observation of the soil samples retrieved during the drilling operations can often be used in evaluating the groundwater conditions. Groundwater observations were made during drilling operations, after completion of drilling, after the auger is removed from the ground, as well as at the end of the workday, prior to backfilling the borings. Groundwater was encountered in borings SB-01 and SB-03 ranging from 11.0± feet and 25.0± feet below existing grades. Groundwater found at these depths is believed to be part of the permanent water table.

A water table aquifer is distinguished from a perched groundwater table based on the water table aquifer's recharge ability, which may be limitless but can be lowered temporarily through adequate dewatering techniques such as deep wells and well points. Perched groundwater is often alleviated in excavations by pumping from sump pits and French drains.

The highest groundwater observations are normally encountered in late winter and early spring. Variations in the location of the long-term water table may occur as a result of changes in precipitation, evaporation, surface water runoff, and other factors not immediately apparent at the time of this exploration.

### **Foundation Types and Considerations**

Based on local experience and our current assumptions regarding the possible site developments, shallow foundations may be feasible, depending on the maximum anticipated loading, total allowable settlement, and planned elevations of proposed structures. If the proposed structure is to bear on the upper strata of the alluvial soils and/or compacted engineered fill, allowable bearing pressures on the order of 2,000 psf may be expected. For highly loaded structures where shallow foundations are not feasible, a deep foundation system consisting of Auger Cast-in-Place (ACIP) piles may be utilized. Additional field exploration should be anticipated for final design of foundations and structures.

### **Seismic Design Considerations**

The Commonwealth of Virginia has adopted Virginia Construction Code 2021 (VCC). The current version of VCC incorporates ASCE 7-22, Minimum Design Loads and Associated Criteria for Building and Other Structures into the building code. This adoption supersedes sections 16 of IBC 2021, in respect to seismic site classification.

ASCE 7-22, Chapter 20 has updated the procedure for determining Site Classification. This chapter requires that site classification be conducted based on the averages shear wave velocity of the top 100 feet of the site. The shear velocity can either be measured or estimated based on established correlations. If site

classification is based on estimated values of shear wave velocity ( $v_s$ ) the site class shall be derived using  $V_s$ ,  $V_s/1.3$  and  $V_s(1.3)$ . The seismic site class definitions for the weighted average shear wave velocities in the upper 100 feet of the soil profile are presented in Chapter 20 of ASCE 7-22 and in the table below.

**Table1: Seismic Site Classification**

Site Class	Soil Profile Name	Shear Wave Velocity, $V_s$ , (ft./s)
A	Hard Rock	$V_s > 5,000$ ft./s
B	Rock	$>3,000$ to $5,000$ ft./s
BC	Soft Rock	$>2,100$ to $3,000$ ft./s
C	Very Dense Sand or Hard Clay	$>1,450$ to $2,100$ ft./s
CD	Dense Sand or Very Stiff Clay	$>1,000$ to $1,450$ ft./s
D	Medium Dense Sand or Stiff Clay	$>700$ to $1,000$ ft./s
DE	Loose Sand or Medium Stiff Clay	$>500$ to $700$ ft./s
E	Very Loose Sand or Soft Clay	$V_s < 500$ ft./s

In this project shear wave velocity of the soil profile was estimated based on the soil densities observed. Based upon our estimate and assumed proposed bearing elevations of the structures, **Site Classification of D** may be used for preliminary design of the structures. This recommendation is in accordance with the procedure outlined in ASCE 7-22.

#### **Additional Field Exploration**

In order to provide site-specific recommendations, ECS recommends performing additional subsurface exploration consisting of borings performed within the footprints of the proposed structures with additional laboratory testing. Depending on the final site layout and grading, additional engineering analysis for any site retaining walls or steep slopes, including global stability analyses may also need to be performed including borings for these features.

### **CLOSING COMMENTS**

In closing, the site, both geographically and geologically, appears to be suitable for the proposed construction. The primary factors affecting the potential foundation design are maximum anticipated loading, total settlement tolerances, as well as the subsurface soil profile such as existing fill, and presence of highly plastic soils.

This letter has been prepared to aid in the evaluation of the project site and to assist the developer with the feasibility, planning budgeting and preliminary design of the proposed development. The report scope is limited in nature and the recommendations and discussions provided in this letter are for planning purposes and should only be used for design and construction in conjunction with a final geotechnical study. Once the final grading plan and other details are available, it will be necessary to review those plans and prepare a final geotechnical report for submission along with the plans to Prince William County Watershed Division.

Should you have any questions with regard to the information contained in this letter, please do not hesitate to contact us.

Respectfully,

### **ECS MID-ATLANTIC, LLC**



Amin Fazulurrahman, E.I.T.  
Geotechnical Project Manager  
[AFazulurrahman@ecslimited.com](mailto:AFazulurrahman@ecslimited.com)



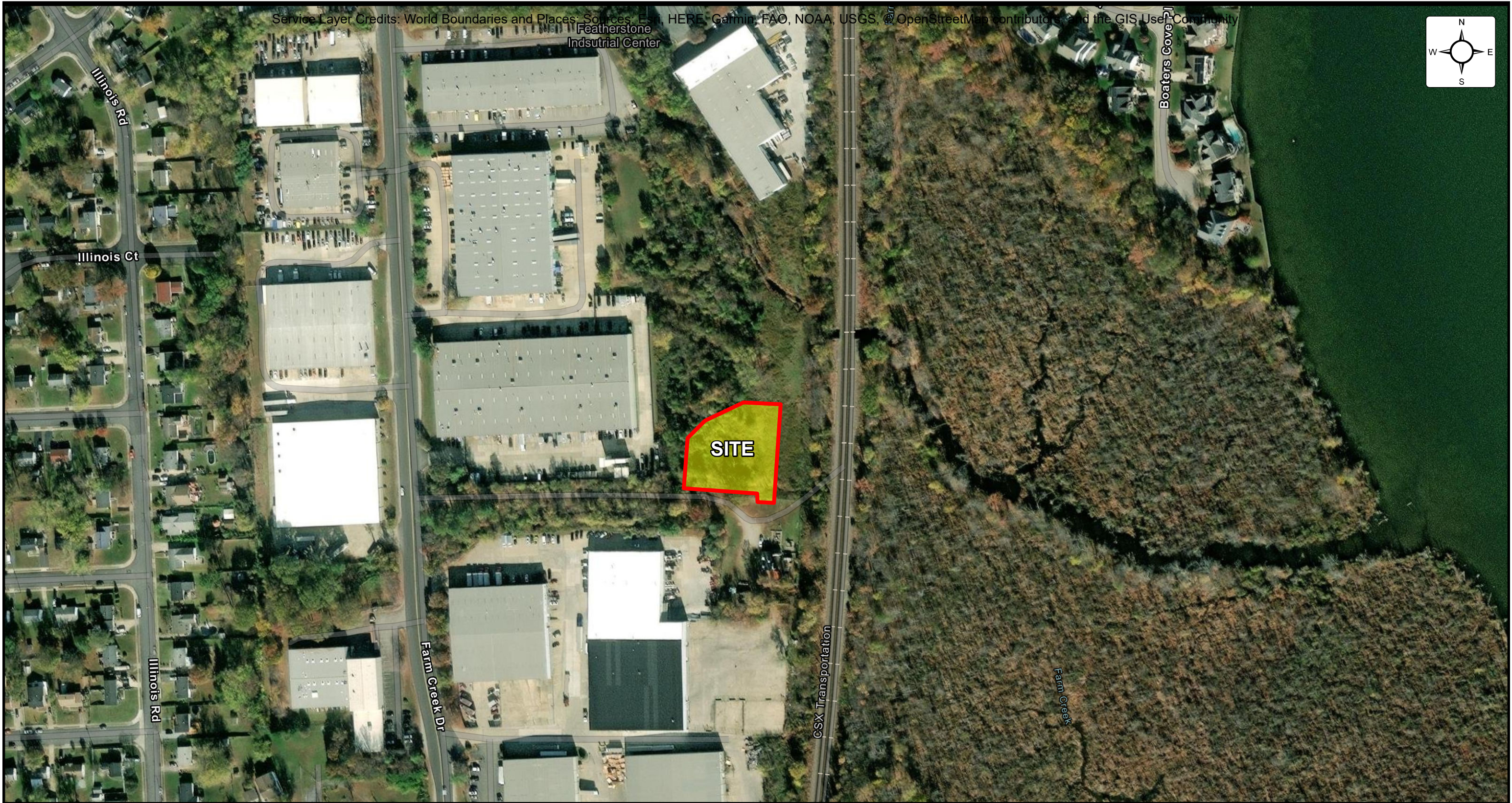
Matthew S. Karalus, P.E.  
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Dominic O. Agyepong, P.E.  
Vice President, Principal Engineer  
[DAgyepong@ecslimited.com](mailto:DAgyepong@ecslimited.com)

Attachments:

- Site Location Diagram
- Boring Location Diagram
- Generalized Subsurface Profile
- Subsurface Exploration Procedure – SPT
- Reference Notes for Boring Logs
- Boring Logs
- Laboratory Testing Summary
- Plasticity Chart
- Grain Size Analyses

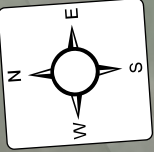


# SITE LOCATION DIAGRAM



## Featherstone Sewage Pump Station

15015 Farm Creek Drive, Woodbridge, Virginia  
Dewberry Engineers, Inc.

ENGINEER	AF3
SCALE	1" = 200'
PROJECT NO.	01:33927
SHEET	1
DATE	3/1/2025



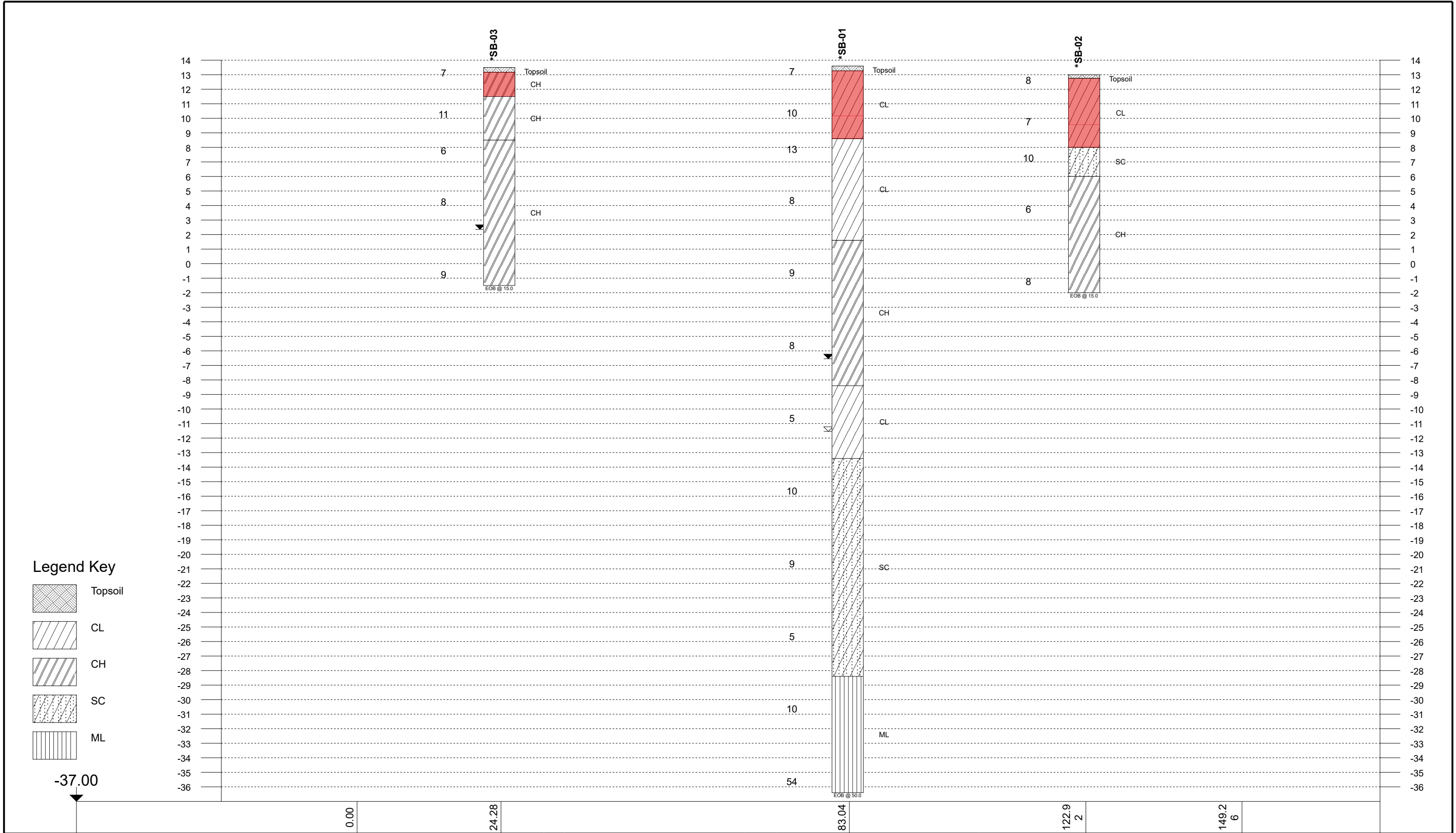
**Legend**

-  Approximate Boring Locations - SB
-  Approximate Cross-Section Location

**BORING LOCATION DIAGRAM**  
**Featherstone Sewage Pump Station**  
15015 Farm Creek Drive, Woodbridge, Virginia  
Dewberry Engineers, Inc.



ENGINEER AF3
SCALE 1" = 20'
PROJECT NO. 01:33927
SHEET 2
DATE 3/1/2025



**Notes:**  
1- EOB: END OF BORING AR: AUGER REFUSAL SR: SAMPLER REFUSAL.  
2- THE NUMBER BELOW THE STRIPS IS THE DISTANCE ALONG THE BASELINE.  
3- SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.  
4- STANDARD PENETRATION TEST RESISTANCE (LEFT OF BORING) IN BLOWS PER FOOT (ASTM D1586).

Plastic Limit	Water Content	Liquid Limit
X	●	△
[FINES CONTENT %]		
◼	BOTTOM OF CASING	
◼	LOSS OF CIRCULATION	

▽	WL (First Encountered)
▼	WL (Completion)
▽	WL (Seasonal High Water)
▽	WL (Stabilized)

■	Fill
■	Possible Fill
■	Probable Fill
■	Rock



GENERALIZED SUBSURFACE PROFILE A-A'		
Featherstone Sewage Pump Station		
Dewberry Engineers, Inc.		
15015 Farm Creek Drive, Woodbridge, Virginia, 22191		
Project No:	01:33927	Date: 03/03/2025



## SUBSURFACE EXPLORATION PROCEDURE: STANDARD PENETRATION TESTING (SPT) ASTM D 1586 Split-Barrel Sampling

Standard Penetration Testing, or **SPT**, is the most frequently used subsurface exploration test performed worldwide. This test provides samples for identification purposes, as well as a measure of penetration resistance, or N-value. The N-Value, or blow counts, when corrected and correlated, can approximate engineering properties of soils used for geotechnical design and engineering purposes.

### SPT Procedure:

- Involves driving a hollow tube (split-spoon) into the ground by dropping a 140-lb hammer a height of 30-inches at desired depth
- Recording the number of hammer blows required to drive split-spoon a distance of 18-24 inches (in 3 or 4 Increments of 6 inches each)
- Auger is advanced\* and an additional SPT is performed
- One SPT typically performed for every two to five feet. An approximate 1.5 inch diameter soil sample is recovered.



*\*Drilling Methods May Vary—* The predominant drilling methods used for SPT are open hole fluid rotary drilling and hollow-stem auger drilling.



# REFERENCE NOTES FOR BORING LOGS

## MATERIAL<sup>1,2</sup>

	<b>ASPHALT</b>
	<b>CONCRETE</b>
	<b>GRAVEL</b>
	<b>TOPSOIL</b>
	<b>VOID</b>
	<b>BRICK</b>
	<b>AGGREGATE BASE COURSE</b>
	<b>GW WELL-GRADED GRAVEL</b> gravel-sand mixtures, little or no fines
	<b>GP POORLY-GRADED GRAVEL</b> gravel-sand mixtures, little or no fines
	<b>GM SILTY GRAVEL</b> gravel-sand-silt mixtures
	<b>GC CLAYEY GRAVEL</b> gravel-sand-clay mixtures
	<b>SW WELL-GRADED SAND</b> gravelly sand, little or no fines
	<b>SP POORLY-GRADED SAND</b> gravelly sand, little or no fines
	<b>SM SILTY SAND</b> sand-silt mixtures
	<b>SC CLAYEY SAND</b> sand-clay mixtures
	<b>ML SILT</b> non-plastic to medium plasticity
	<b>MH ELASTIC SILT</b> high plasticity
	<b>CL LEAN CLAY</b> low to medium plasticity
	<b>CH FAT CLAY</b> high plasticity
	<b>OL ORGANIC SILT or CLAY</b> non-plastic to low plasticity
	<b>OH ORGANIC SILT or CLAY</b> high plasticity
	<b>PT PEAT</b> highly organic soils

## DRILLING SAMPLING SYMBOLS & ABBREVIATIONS

SS	Split Spoon Sampler	PM	Pressuremeter Test
ST	Shelby Tube Sampler	RD	Rock Bit Drilling
WS	Wash Sample	RC	Rock Core, NX, BX, AX
BS	Bulk Sample of Cuttings	REC	Rock Sample Recovery %
PA	Power Auger (no sample)	RQD	Rock Quality Designation %
HSA	Hollow Stem Auger		

## PARTICLE SIZE IDENTIFICATION

DESIGNATION	PARTICLE SIZES
Boulders	12 inches (300 mm) or larger
Cobbles	3 inches to 12 inches (75 mm to 300 mm)
Gravel: Coarse	¾ inch to 3 inches (19 mm to 75 mm)
Fine	4.75 mm to 19 mm (No. 4 sieve to ¾ inch)
Sand: Coarse	2.00 mm to 4.75 mm (No. 10 to No. 4 sieve)
Medium	0.425 mm to 2.00 mm (No. 40 to No. 10 sieve)
Fine	0.074 mm to 0.425 mm (No. 200 to No. 40 sieve)
Silt & Clay ("Fines")	<0.074 mm (smaller than a No. 200 sieve)

## COHESIVE SILTS & CLAYS

UNCONFINED COMPRESSION STRENGTH, QP <sup>4</sup>	SPT <sup>5</sup> (BPF)	CONSISTENCY <sup>7</sup> (COHESIVE)
<0.25	<2	Very Soft
0.25 - <0.50	2 - 4	Soft
0.50 - <1.00	5 - 8	Firm
1.00 - <2.00	9 - 15	Stiff
2.00 - <4.00	16 - 30	Very Stiff
4.00 - 8.00	31 - 50	Hard
>8.00	>50	Very Hard

RELATIVE AMOUNT <sup>7</sup>	COARSE GRAINED (%) <sup>8</sup>	FINE GRAINED (%) <sup>8</sup>
Trace	≤5	≤5
With	10 - 20	10 - 25
Adjective (ex: "Silty")	25 - 45	30 - 45

## GRAVELS, SANDS & NON-COHESIVE SILTS

SPT <sup>5</sup>	DENSITY
<5	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
>50	Very Dense

## WATER LEVELS<sup>6</sup>

	WL (First Encountered)
	WL (Completion)
	WL (Seasonal High Water)
	WL (Stabilized)

## FILL AND ROCK

<b>FILL</b>	<b>POSSIBLE FILL</b>	<b>PROBABLE FILL</b>	<b>ROCK</b>

<sup>1</sup>Classifications and symbols per ASTM D 2488-17 (Visual-Manual Procedure) unless noted otherwise.

<sup>2</sup>To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

<sup>3</sup>Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].



































<sup>4</sup>Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).




<sup>5</sup>Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf). SPT correlations per 7.4.2 Method B and need to be corrected if using an auto hammer.

<sup>6</sup>The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

<sup>7</sup>Minor deviation from ASTM D 2488-17 Note 14.

<sup>8</sup>Percentages are estimated to the nearest 5% per ASTM D 2488-17.

CLIENT: Dewberry Engineers, Inc.				PROJECT NO.: 01:33927		BORING NO.: SB-01		SHEET: 1 of 2																																																																																																																																	
PROJECT NAME: Featherstone Sewage Pump Station				DRILLER/CONTRACTOR: All American Geotech, Inc.																																																																																																																																					
SITE LOCATION: 15015 Farm Creek Drive, Woodbridge, Virginia, 22191								LOSS OF CIRCULATION 																																																																																																																																	
LATITUDE: 38.624731		LONGITUDE: -77.252314		STATION:		SURFACE ELEVATION: 13.6		BOTTOM OF CASING 																																																																																																																																	
<table><thead><tr><th>DEPTH (FT)</th><th>SAMPLE NUMBER</th><th>SAMPLE TYPE</th><th>SAMPLE DIST. (IN)</th><th>RECOVERY (IN)</th><th>DESCRIPTION OF MATERIAL</th><th>WATER LEVELS</th><th>ELEVATION (FT)</th><th>BLOWS/6" (TCP/MC/SPT-N value)*</th><th>STANDARD PENETRATION BLOWS/FT ROCK QUALITY DESIGNATION &amp; RECOVERY RQD REC MC SAMPLER BLOWS/FT TEXAS CONE PENETRATION BLOWS/FT</th><th>LIQUID LIMIT PLASTIC LIMIT CALIBRATED PENETROMETER TSF WATER CONTENT % [FINES CONTENT] %</th></tr></thead><tbody><tr><td rowspan="2">5</td><td>S-1</td><td>SS</td><td>18</td><td>15</td><td>Topsoil Thickness [4"] (CL FILL) SANDY LEAN CLAY, brown, moist, firm to stiff</td><td rowspan="2"></td><td></td><td>2-2-5 (7)</td><td rowspan="2"></td><td rowspan="2">15</td><td rowspan="2">18.9</td><td rowspan="2">41</td><td rowspan="2">[58.9%]</td></tr><tr><td>S-2</td><td>SS</td><td>18</td><td>18</td><td></td><td>3-4-6 (10)</td><td>10</td><td>22.2</td></tr><tr><td rowspan="2">10</td><td>S-3</td><td>SS</td><td>18</td><td>18</td><td>(CL) SANDY LEAN CLAY, grayish brown to yellowish brown, moist, stiff to firm</td><td rowspan="2"></td><td></td><td>4-5-8 (13)</td><td rowspan="2"></td><td rowspan="2">13</td><td rowspan="2">17</td><td rowspan="2">27.7</td><td rowspan="2">39</td><td rowspan="2">[61.2%]</td></tr><tr><td>S-4</td><td>SS</td><td>18</td><td>12</td><td></td><td>4-5-3 (8)</td><td>8</td></tr><tr><td rowspan="2">15</td><td>S-5</td><td>SS</td><td>18</td><td>12</td><td>(CH) FAT CLAY, brownish gray, moist, stiff to firm</td><td rowspan="2"></td><td></td><td>3-4-5 (9)</td><td rowspan="2"></td><td rowspan="2">9</td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td></tr><tr><td>S-6</td><td>SS</td><td>18</td><td>18</td><td></td><td>4-4-4 (8)</td><td>8</td></tr><tr><td rowspan="2">20</td><td>S-7</td><td>SS</td><td>18</td><td>18</td><td>(CL) LEAN CLAY WITH SAND, brown, moist, firm</td><td rowspan="2"></td><td></td><td>4-2-3 (5)</td><td rowspan="2"></td><td rowspan="2">5</td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td></tr><tr><td>S-8</td><td>SS</td><td>18</td><td>18</td><td></td><td>3-5-5 (10)</td><td>10</td></tr><tr><td>30</td><td></td><td></td><td></td><td></td><td>(SC) CLAYEY SAND, brown, wet, loose</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="12">CONT'D ON NEXT PAGE</td></tr></tbody></table>												DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6" (TCP/MC/SPT-N value)*	STANDARD PENETRATION BLOWS/FT ROCK QUALITY DESIGNATION & RECOVERY RQD REC MC SAMPLER BLOWS/FT TEXAS CONE PENETRATION BLOWS/FT	LIQUID LIMIT PLASTIC LIMIT CALIBRATED PENETROMETER TSF WATER CONTENT % [FINES CONTENT] %	5	S-1	SS	18	15	Topsoil Thickness [4"] (CL FILL) SANDY LEAN CLAY, brown, moist, firm to stiff			2-2-5 (7)		15	18.9	41	[58.9%]	S-2	SS	18	18		3-4-6 (10)	10	22.2	10	S-3	SS	18	18	(CL) SANDY LEAN CLAY, grayish brown to yellowish brown, moist, stiff to firm			4-5-8 (13)		13	17	27.7	39	[61.2%]	S-4	SS	18	12		4-5-3 (8)	8	15	S-5	SS	18	12	(CH) FAT CLAY, brownish gray, moist, stiff to firm			3-4-5 (9)		9					S-6	SS	18	18		4-4-4 (8)	8	20	S-7	SS	18	18	(CL) LEAN CLAY WITH SAND, brown, moist, firm			4-2-3 (5)		5					S-8	SS	18	18		3-5-5 (10)	10	30					(SC) CLAYEY SAND, brown, wet, loose										CONT'D ON NEXT PAGE											
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 WL (First Encountered) 25.0				BORING STARTED: Feb 18 2025				CAVE IN DEPTH: 28.0																																																																																																																																	
 WL (Completion) 20.0				BORING COMPLETED: Feb 18 2025				HAMMER TYPE: Auto																																																																																																																																	
 WL (Seasonal High Water) Not Evaluated				EQUIPMENT: CME 55				LOGGED BY: AF3																																																																																																																																	
 WL (Stabilized) Not Determined								DRILLING METHOD: Hollow Stem Auger																																																																																																																																	
GEOTECHNICAL BOREHOLE LOG																																																																																																																																									




CLIENT: <b>Dewberry Engineers, Inc.</b>				PROJECT NO.: <b>01:33927</b>		BORING NO.: <b>SB-01</b>		SHEET: <b>2 of 2</b>		
PROJECT NAME: <b>Featherstone Sewage Pump Station</b>				DRILLER/CONTRACTOR: <b>All American Geotech, Inc.</b>						
SITE LOCATION: <b>15015 Farm Creek Drive, Woodbridge, Virginia, 22191</b>								LOSS OF CIRCULATION 		
LATITUDE: <b>38.624731</b>		LONGITUDE: <b>-77.252314</b>		STATION:		SURFACE ELEVATION: <b>13.6</b>		BOTTOM OF CASING 		

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6" (TCP/MC/SPT-N value) *	STANDARD PENETRATION BLOWS/FT		ROCK QUALITY DESIGNATION & RECOVERY		WATER CONTENT % [FINES CONTENT] %	
									10	20	30	40	50	10
					(SC) CLAYEY SAND, brown, wet, loose									
35	S-9	SS	18	18			-21	2-4-5 (9)						
40	S-10	SS	18	12			-26	1-2-3 (5)						
45	S-11	SS	18	18	(ML) SILT, greenish gray, moist, loose to very dense		-31	3-4-6 (10)						
50	S-12	SS	18	18			-36	11-22-32 (54)						
					END OF BORING AT 50.0 FT									
55							-41							
60							-46							

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

<div> <div></div> WL (First Encountered) </div> <div> <div></div> WL (Completion) </div> <div> <div></div> WL (Seasonal High Water) </div> <div> <div></div> WL (Stabilized) </div>	<div>25.0</div> <div>20.0</div> <div>Not Evaluated</div> <div>Not Determined</div>	<div>BORING STARTED: Feb 18 2025</div> <div>BORING COMPLETED: Feb 18 2025</div> <div>EQUIPMENT: CME 55</div>	<div>CAVE IN DEPTH: 28.0</div> <div>HAMMER TYPE: Auto</div> <div>LOGGED BY: AF3</div> <div>DRILLING METHOD: Hollow Stem Auger</div>
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**GEOTECHNICAL BOREHOLE LOG**

















CLIENT: <b>Dewberry Engineers, Inc.</b>				PROJECT NO.: <b>01:33927</b>		BORING NO.: <b>SB-02</b>		SHEET: <b>1 of 1</b>		
PROJECT NAME: <b>Featherstone Sewage Pump Station</b>				DRILLER/CONTRACTOR: <b>All American Geotech, Inc.</b>						
SITE LOCATION: <b>15015 Farm Creek Drive, Woodbridge, Virginia, 22191</b>								LOSS OF CIRCULATION 		
LATITUDE: <b>38.624781</b>		LONGITUDE: <b>-77.252190</b>		STATION:		SURFACE ELEVATION: <b>13</b>		BOTTOM OF CASING 		

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6" (TCP/MC/SPT-N value) *	STANDARD PENETRATION BLOWS/FT		ROCK QUALITY DESIGNATION & RECOVERY		WATER CONTENT % [FINES CONTENT] %	
									10	20	30	40	50	10
	S-1	SS	18	10	Topsoil Thickness [3"] (CL FILL) SANDY LEAN CLAY, dark brown, moist, firm, trace gravel at 3 ft			1-4-4 (8)						
	S-2	SS	18	18				4-3-4 (7)						
5	S-3	SS	18	18	(SC) CLAYEY SAND, grayish brown, moist, loose		8	4-4-6 (10)						
					(CH) FAT CLAY, gray to brownish gray, moist, firm			2-3-3 (6)						
10	S-4	SS	18	18			3	3-4-4 (8)						
	S-5	SS	18	18										
15	END OF BORING AT 15.0 FT						-2							
20							-7							
25							-12							
30							-17							

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

<div>WL (First Encountered)</div> <div>WL (Completion)</div> <div>WL (Seasonal High Water)</div> <div>WL (Stabilized)</div>	<div>Dry</div> <div>Dry</div> <div>Not Evaluated</div> <div>Not Determined</div>	<div>BORING STARTED: Feb 19 2025</div> <div>BORING COMPLETED: Feb 19 2025</div> <div>EQUIPMENT: CME 55</div>	<div>CAVE IN DEPTH: 11.0</div> <div>HAMMER TYPE: Auto</div> <div>LOGGED BY: AF3</div>	<div>DRILLING METHOD: Hollow Stem Auger</div>
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**GEOTECHNICAL BOREHOLE LOG**

CLIENT: Dewberry Engineers, Inc.				PROJECT NO.: 01:33927		BORING NO.: SB-03		SHEET: 1 of 1																																																																																																															
PROJECT NAME: Featherstone Sewage Pump Station				DRILLER/CONTRACTOR: All American Geotech, Inc.																																																																																																																			
SITE LOCATION: 15015 Farm Creek Drive, Woodbridge, Virginia, 22191								LOSS OF CIRCULATION																																																																																																															
LATITUDE: 38.624685		LONGITUDE: -77.252513		STATION:		SURFACE ELEVATION: 13.5		BOTTOM OF CASING																																																																																																															
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## Laboratory Testing Summary

Sample Location	Sample Number	Depth (ft)	^MC (%)	Soil Type	Atterberg Limits			**Percent Passing No. 200 Sieve	Moisture - Density		CBR (%)		#Organic Content (%)
					LL	PL	PI		<Maximum Density (pcf)	<Optimum Moisture (%)	0.1 in.	0.2 in.	
SB-01	S-1	0.0-1.5	18.9	CL	41	15	26	58.9					
SB-01	S-2	2.5-4.0	22.2										
SB-01	S-4	8.5-10.0	27.7	CL	39	17	22	61.2					
SB-02	S-2	2.5-4.0	20.3										
SB-03	S-1	0.0-1.5	21.6										
SB-03	S-2	2.5-4.0	32.5	CH	53	17	36	70.1					

**Notes:** See test reports for test method, ^ASTM D2216-19, \*ASTM D2488, \*\*ASTM D1140-17, #ASTM D2974-20e1 < See test report for D4718 corrected values

**Definitions:** MC: Moisture Content, Soil Type: USCS (Unified Soil Classification System), LL: Liquid Limit, PL: Plastic Limit, PI: Plasticity Index, CBR: California Bearing Ratio, OC: Organic Content

Project: Featherstone Sewage Pump Station  
Client: Dewberry Engineers, Inc.

Project No.: 01:33927  
Date Reported: 2/26/2025



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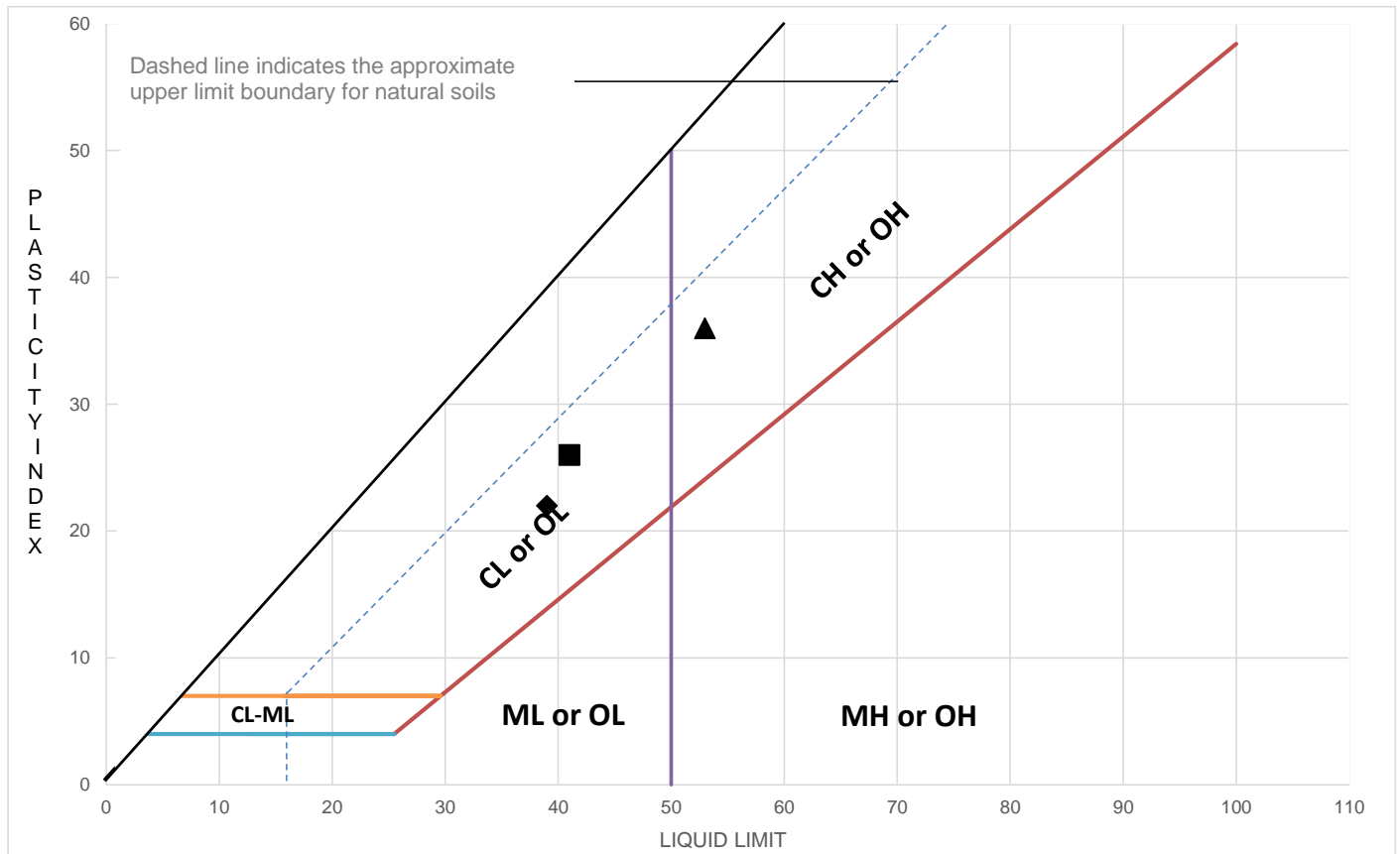
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## LIQUID AND PLASTIC LIMITS TEST REPORT



### TEST RESULTS (ASTM D4318-10 (MULTIPOINT TEST))

	Sample Location	Sample Number	Sample Depth (ft)	LL	PL	PI	%<#40	%<#200	AASHTO	USCS	Material Description
■	SB-01	S-1	0.00-1.50	41	15	26	80.4	58.9	A-7-6	CL	Sandy Lean Clay Brown
◆	SB-01	S-4	8.50-10.00	39	17	22	82.4	61.2	A-6	CL	Sandy Lean Clay Yellow Brown
▲	SB-03	S-2	2.50-4.00	53	17	36	96.3	70.1	A-7-6	CH	Fat Clay with Sand Light Olive Brown

Project: Featherstone Sewage Pump Station  
Client: Dewberry Engineers, Inc.

Project No.: 01:33927  
Date Reported: 2/26/2025



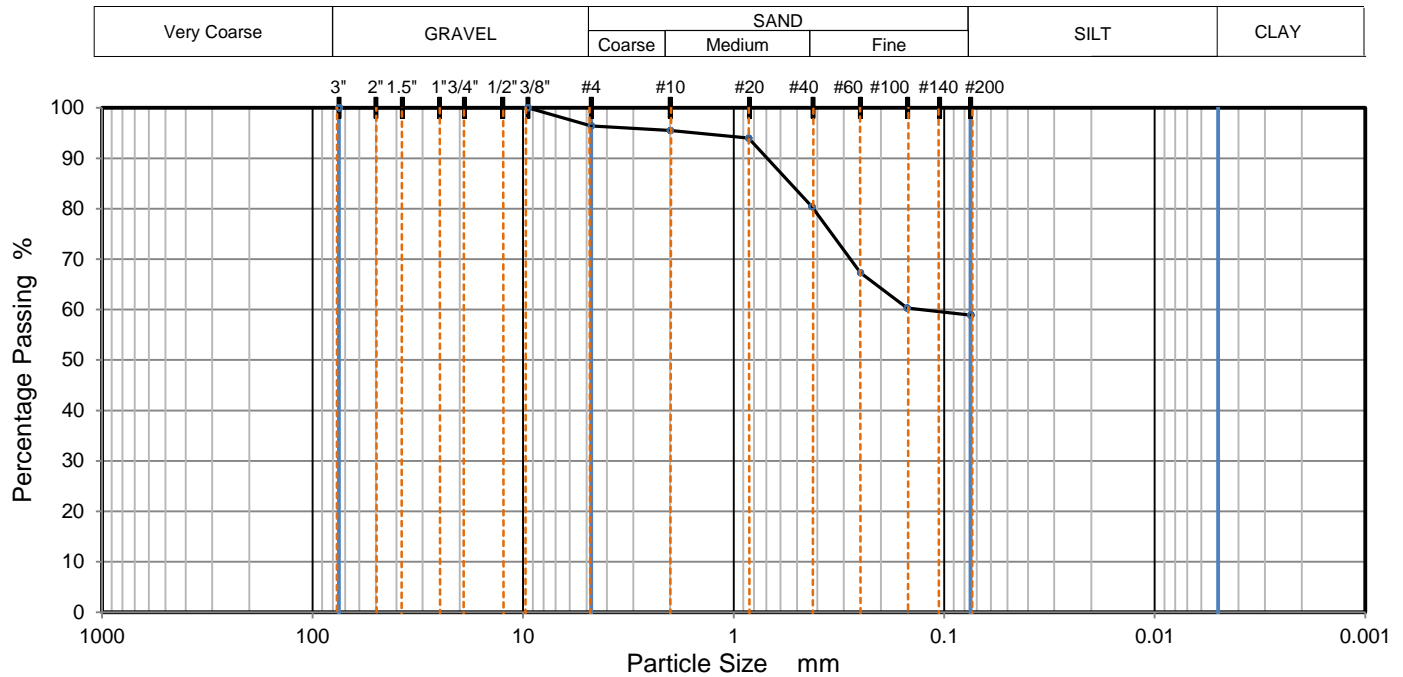
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# PARTICLE SIZE DISTRIBUTION



## TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/8"	100.0		
#4	96.4		
#10	95.5		
#20	94.0		
#40	80.4		
#60	67.3		
#100	60.3		
#200	58.9		

Dry Mass of sample, g

196.2

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	3.6
Coarse Sand, #4 to #10 sieve	0.9
Medium Sand, #10 to #40	15.1
Fine Sand, #40 to #200	21.5
Fines <#200	58.9

USCS	CL	Liquid Limit	41	D90	0.693	D50		D10	
AASHTO	A-7-6	Plastic Limit	15	D85	0.537	D30		Cu	
USCS Group Name	Sandy lean clay	Plasticity Index	26	D60	0.129	D15		Cc	

Project: Featherstone Sewage Pump Station  
 Client: Dewberry Engineers, Inc.  
 Sample Description: Sandy Lean Clay Brown  
 Sample Source: SB-01

Project No.: 01:33927  
 Depth (ft): 0.0 - 1.5  
 Sample No.: S-1  
 Date Reported: 2/26/2025



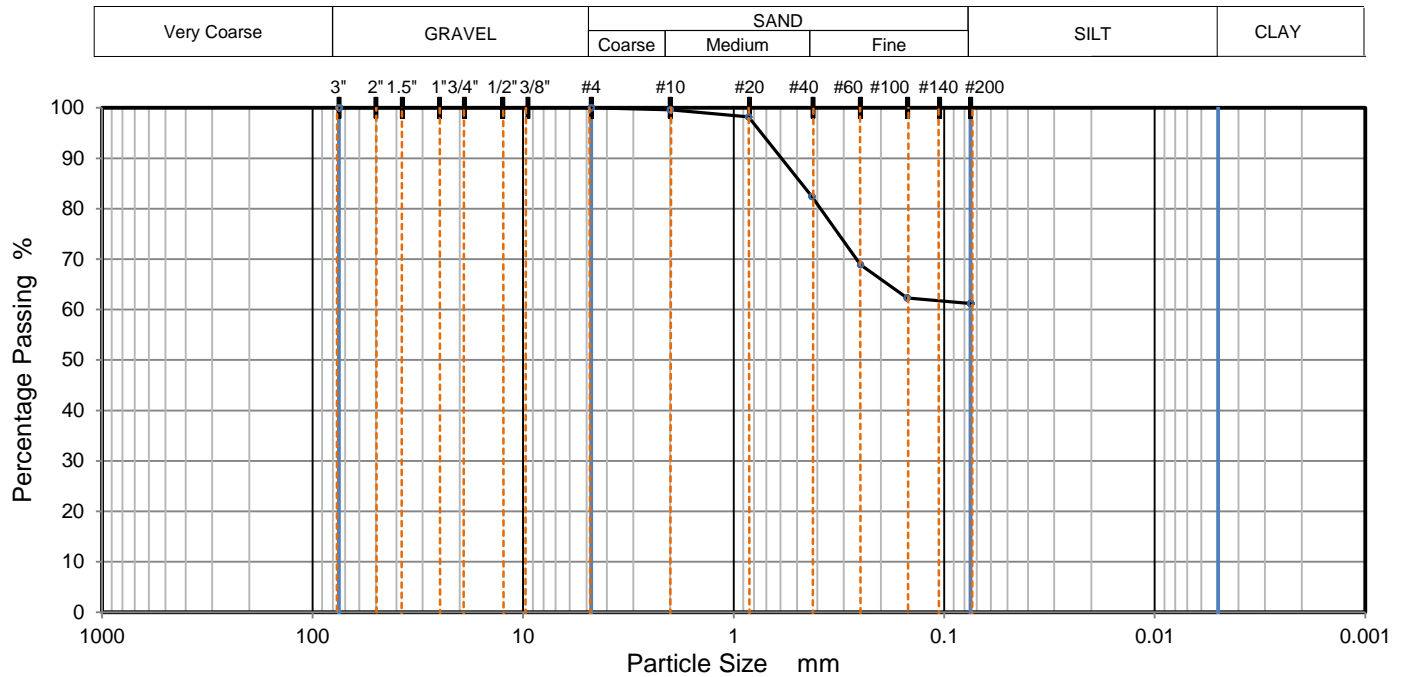
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# PARTICLE SIZE DISTRIBUTION



## TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
#4	100.0		
#10	99.6		
#20	98.2		
#40	82.4		
#60	68.9		
#100	62.3		
#200	61.2		

Dry Mass of sample, g

41.7

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	0.0
Coarse Sand, #4 to #10 sieve	0.4
Medium Sand, #10 to #40	17.2
Fine Sand, #40 to #200	21.2
Fines <#200	61.2

USCS	CL	Liquid Limit	39	D90	0.593	D50		D10	
AASHTO	A-6	Plastic Limit	17	D85	0.476	D30		Cu	
USCS Group Name	Sandy lean clay	Plasticity Index	22	D60		D15		Cc	

Project: Featherstone Sewage Pump Station

Client: Dewberry Engineers, Inc.

Sample Description: Sandy Lean Clay Yellow Brown

Sample Source: SB-01

Project No.: 01:33927

Depth (ft): 8.5 - 10.0

Sample No.: S-4

Date Reported: 2/26/2025



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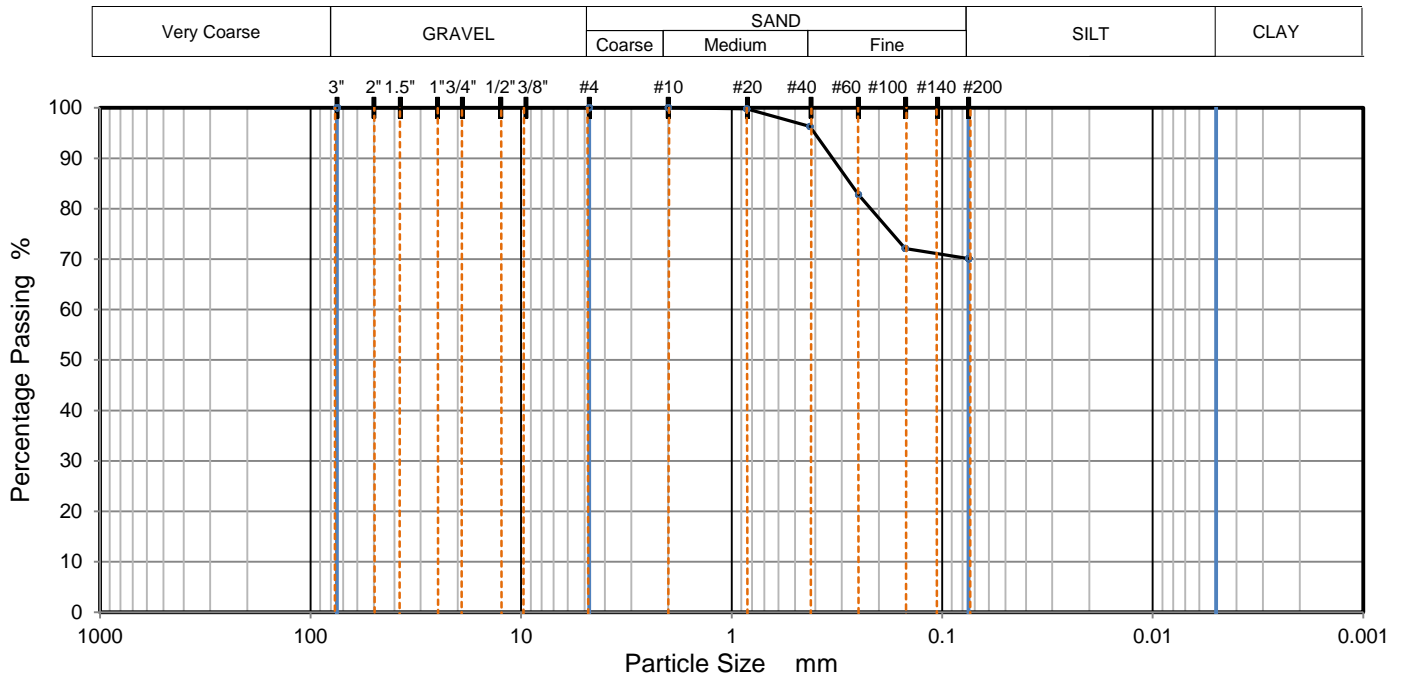
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## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
#4	100.0		
#10	100.0		
#20	99.8		
#40	96.3		
#60	82.8		
#100	72.1		
#200	70.1		

Dry Mass of sample, g

41.3

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	0.0
Coarse Sand, #4 to #10 sieve	0.0
Medium Sand, #10 to #40	3.7
Fine Sand, #40 to #200	26.2
Fines <#200	70.1

USCS	CH	Liquid Limit	53	D90	0.332	D50		D10	
AASHTO	A-7-6	Plastic Limit	17	D85	0.273	D30		Cu	
USCS Group Name	Fat clay with sand	Plasticity Index	36	D60		D15		Cc	

Project: Featherstone Sewage Pump Station  
 Client: Dewberry Engineers, Inc.  
 Sample Description: Fat Clay with Sand Light Olive Brown  
 Sample Source: SB-03

Project No.: 01:33927  
 Depth (ft): 2.5 - 4.0  
 Sample No.: S-2  
 Date Reported: 2/26/2025



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