

*Richmond Metropolitan  
Transportation Authority*

**REQUEST FOR  
PROPOSALS**

**GENERAL ENGINEERING CONSULTANT  
SERVICES**

RFP Issue Date: May 9, 2022

Final Questions Accepted by the Authority 1:00 P.M., Local Time  
Monday, May 16, 2022

MANDATORY 8:00 A.M., Local Time  
Pre-Proposal Meeting Tuesday, May 17, 2022

Response Due: 1:00 P.M., Local Time  
Tuesday, June 6, 2022  
Richmond Metropolitan  
Transportation Authority  
901 E. Byrd Street, Suite 1120  
Richmond, Virginia 23219  
Attn: Paula Watson

**RICHMOND METROPOLITAN  
TRANSPORTATION AUTHORITY**

**GENERAL ENGINEERING CONSULTANT**

**REQUEST FOR PROPOSALS**

The Richmond Metropolitan Transportation Authority (RMTA or the “Authority”) requests proposals from qualified and interested firms to provide the Authority with professional engineering services. Firm(s) will be responsible for providing services for the Authority on various engineering related matters. Certain information is necessary to evaluate each interested firm's ability to provide the desired services. As a result, interested proposers shall be requested to submit a response setting forth their qualifications for the anticipated work, and may, at the Authority’s sole option, be asked to make an oral presentation to the selection committee.

The Authority intends to select a General Engineering Firm or Consultant (“GEC”) which will operate in complete coordination with, the Authority’s staff with respect to various Authority projects. To that end, the GEC shall be expected to represent the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, fully support its dealings with contractors and suppliers, engineers and other consultants, the Authority's legal counsel and accountants, traffic and revenue advisors, rating agencies and underwriters, governmental entities and the public, all in accordance with the highest professional standards. As more specifically described in this Request for Proposals (“RFP”), the GEC shall be expected to commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Authority throughout the term of the GEC’s performance of the services.

While the Authority intends to award a contract to a single contractor/proposer, it reserves the right to award contracts to multiple firms.

This RFP and the resulting contract(s) shall be consistent with and governed by the Virginia Public Procurement Act. The contract resulting from this RFP (the “Agreement”) shall be for professional engineering services, and shall generally be task order based, for multiple projects issued on an as-needed basis. The project fee for any single project or task order may not exceed \$2,500,000. The sum of all projects in a contract term shall not exceed \$6,000,000 and any unused amounts from the first contract term shall not be carried forward to any additional contract term. The Agreement shall have a term limit of one (1) year, terminable without cause by either party at any time upon sixty (60) days’ prior written notice, provided, however, that the proposer may not so terminate if it will result in a substantial inconvenience, burden, delay or hardship upon the Authority, as determined by the Authority. The Agreement may be renewable for four (4) additional one (1) year periods solely at the Authority’s option. The form of the Agreement is attached to and made a part of this RFP.

Assignments or work, projects or task orders under the Agreement shall be made on an as-needed basis. In the case of a multiple award, the Authority shall be solely responsible regarding individual task orders or project assignments. All proposers are advised that the Authority reserves the right, at all times, to perform work in-house or to award any project on a separate competitive

negotiation basis.

The commencement date of the Agreement to be awarded in connection with this RFP is anticipated to be on or about October 1, 2022, provided, however, that the Authority reserves the right to extend the term of its existing GEC contract to allow completion of any work undertaken but not completed as of the commencement date.

### ***Background – Description of the Authority***

The General Assembly of Virginia created the Authority in 1966 as a political subdivision of the Commonwealth of Virginia. At the current time, it owns and/or operates the Downtown and Powhite Expressway Systems (toll) and Boulevard Bridge (toll). The original installation of the Expressway Systems occurred in the 1966 – 1976 timeframe, although the toll roads have been the subject of numerous upgrades and expansions since such date. The Boulevard Bridge was first operational in the 1920s and acquired by the Authority in the late 1960s.

The Authority is governed by a 16-member Board of Directors – five members appointed by the City of Richmond, five members by Chesterfield County, five members by Henrico County and one member by the Commonwealth Transportation Board. Proposers are encouraged to visit the RMTA’s website, [www.rmtaonline.org](http://www.rmtaonline.org), to get an in depth understanding of the organization.

The Authority currently utilizes the services of its GEC for a variety of Expressway-related projects, embracing some or all of the various items detailed under “SCOPE” in the following section. These services include general engineering and consulting relating to the ongoing operation of a modern toll road utilizing manual, automated and express tolling in an urban environment, such as (i) various inspections, reports, evaluations, etc., (ii) work on the various construction contracts the Authority lets from time to time for such projects as annual maintenance and repair, deck rehabilitation, protective coatings, and the like, and (iii) assistance in capital planning for the Expressway System. Projects currently underway include the upgrade of the Authority’s existing tolling equipment, an annual maintenance and repair project for multiple Authority assets and a protective coatings project for approximately two dozen Authority owned bridges. These projects are ongoing and are expected to be concluded in the next fiscal year.

### **SCOPE:**

The proposed services will cover multiple projects over a broad scope, as referenced in the preceding section, that will include but is not limited to the following:

1. Design of highways including drainage, alignments, lighting, signing, etc
2. Design of toll facilities in Open Road Tolling, traditional cash lane environments as well as All Electronic Tolling.
3. Structural design for transportation and building projects.
4. Architectural services for new facilities and renovation of existing facilities.
5. Toll system design, review, integration and installation with experience in phased replacement.

6. Environmental impact studies and mitigation.
7. Construction administration including bid document preparation, contract administration, pay estimate review and approval, construction monitoring and inspection.
8. Routine facility inspections as per Federal and State requirements including RMTA's expressway system and other facilities as identified by the RMTA followed by a detailed report submission.
9. Strategic planning including engineering and construction cost estimating for near and long term projects.
10. Assist with presentations to the RMTA Board and general public.
11. Provide support for general expressway repair and closure activities.
12. Provide support for miscellaneous facility operations.

#### **ADMINISTRATIVE:**

The following information is furnished to, and where applicable is required of, the proposers for consideration during the preparation of their response to this RFP, in addition to the other requirements, terms and conditions set forth in this RFP. The selection process will be in accordance with the requirements of the Virginia Public Procurement Act (Title 2.2, Chapter 43, of the Code of Virginia).

1. Professional Liability: The firm selected to perform the desired services must have professional liability insurance coverage of not less than \$5,000,000. If the present coverage of the successful proposer is insufficient, the selected firm must obtain additional coverage prior to the signing of the Agreement. Coverage must be continuous for the contract period; and must extend a minimum of three (3) years beyond the completion of the services.
2. Subconsultant Services: Services assigned to subconsultants must be approved in advance by the Authority. The subconsultants must be qualified to perform all work assigned to them. Responsibility for sublet, assigned, or transferred work shall remain with the GEC.
3. Inspection of Books and Records: The Authority, or any duly authorized representative of the Authority, may at all reasonable times inspect and examine the books and records of the GEC for the purpose of (a) checking all salaries, wages, costs and other expenses described and/or contemplated in the Agreement or (b) otherwise confirming the GEC's compliance with the terms of the Agreement. The GEC shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of the Agreement and for a period of three (3) years after the date of final payment thereunder.
4. Ownership of Plans: Notwithstanding any provision in the Agreement or in common law or statute to the contrary, all of the plans, tracings, computer records, discs, and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, logs, survey notes, test procedures, test data, recommendations, reports, and other data and materials, and any part thereof, compiled or to be compiled by or on behalf of the GEC,

together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority.

## **SUBMISSION OF PROPOSALS:**

Each proposer should submit a detailed response to this RFP and for the services. The response shall include sufficient information to enable the Authority to fully evaluate the capabilities of the proposer and its approach to providing the specified services. Unnecessarily elaborate or voluminous responses are neither required nor wanted; the 30 single sided page limit and other requirements described in Section 5.1 shall be enforced. Discussion of the firm's past experience which is not germane to the specified services should not be included. The response shall specifically address the issues raised, and provide the information requested, under Sections 1 through 4 below. The response shall utilize and follow the order of the headings and subheadings employed under those Sections.

### **1. EXPERIENCE OF FIRM**

#### **1.1 History and Description of Firm**

Each proposer should provide a brief history and general description of its firm.

#### **1.2 Overall Project Experience**

The proposer shall provide a listing of relevant projects accomplished within the past five (5) years (greater significance will be placed on toll road projects), which list shall include the following:

1. Project name.
2. Project location.
3. Project manager(s) and key staff.
4. A brief description of the project and the work performed, which description shall clearly indicate the project's size, complexity and cost.
5. Anticipated completion date of the general engineering consulting and engineering services currently under contract.
6. Name, address, telephone number, and e-mail address of client contact to serve as reference.

By submitting a response and the foregoing information, the proposer unconditionally authorizes the Authority to contact and confer with the indicated client contact(s) and other current or past employees of that client.

#### **1.3 Experience Relevant to Toll Road Projects**

The proposer shall specifically identify and describe the firm's experience related to toll road projects with an emphasis on toll road operations matters, including but not limited to integration and implementation of toll collection systems. Specifically, each proposer

should provide total firm billings for the five (5) years to and including the year ended December 31, 2021 in performing typical general engineering consulting and engineering services on toll road projects, and briefly identify those projects. Project information previously provided in response to Section 1.2 should be summarized or incorporated by reference, rather than repeated in whole.

#### 1.4 Availability

The proposer should include information relative to the location, capabilities and resources of the office or offices from which it proposes to perform the required services, along with resident personnel by discipline that would be assigned to the Authority, with an emphasis on demonstrating that it has the necessary qualified personnel available to the Authority, and the ability to handle temporary loss of field staff or peaks in workload requirements through its approach to staffing.

#### 1.5 Management and Coordination Experience

The proposer should describe its experience providing management and coordination services similar to the services expected of the GEC. This description should specifically address the proposer's record in delivering completed projects on time and on budget. Once again, project information previously furnished in response to Section 1.2 should be summarized or incorporated by reference, rather than repeated in whole.

#### 1.6 VDOT Road and Bridge Specifications

The proposer should include information describing its knowledge of and experience with VDOT's Road and Bridge Specifications (2020, or such later date as these standards shall be amended or supplemented).

## 2. APPROACH TO THE SERVICES

### 2.1 Proposed Approach - Quality, Schedule and Budget

The proposer shall present the proposed approach for providing the broad range of services requested. The efficient use of manpower and materials will be considered. The proposer shall demonstrate the firm's quality control program, and the policies and procedures followed to assure a complete, accurate, and quality product. The GEC shall be expected to operate independently from the Authority and without extensive oversight and direction; methods to accomplish that end should be discussed. Also, innovative approaches for providing the services should be addressed.

## 2.2 Coordination

The proposer shall discuss in detail the manner in which proper coordination and information exchange will be guaranteed between parties, and, if the work is proposed to be done in more than one location of its own offices.

## 2.3 Schedule Development and Utilization

The proposer shall submit a suggested generic project schedule showing major activities/events and the proposed time-frames required to develop a typical tollway project from concept, to construction letting, through contractor final release/closeout. The GEC's proposed use of the schedule should be discussed. The proposer shall demonstrate that it can perform critical path modeling using a recognized industry software package or software authorized or supported by the Authority.

## 3 STAFFING

### 3.1 Project Team Matrix and Staffing Plan

The proposer shall submit a project team matrix which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, and administrative services required. The proposer shall identify the senior project manager with respect to the services, as more particularly described under Section 3.2 below. Project management and key technical personnel within each discipline shall be identified and addressed, as more particularly described under Section 3.3 below. Other items to be included in the discussion of the project team matrix are:

1. Staffing capabilities of the firm.
2. Staffing availability for the services.
3. Key staff summary.
4. Key staff resumes (to be included in the Appendix and limited to one page per person).
5. List of job classifications to be used on the services, a position description for each classification, and identification of which job classifications are anticipated for each major work activity.

Personnel on retainer contracts or part-time employees will not be considered as employees of the proposer. Special emphasis should be given to personnel with extensive prior experience in design and construction of toll road systems or turnpikes.

In addition, the proposer shall provide a summary, without identifying clients, of those significant active projects expected to be underway in its designated field office, or otherwise utilizing employees performing services for the Authority under the Agreement, during the calendar years 2022 through 2026. The summary should indicate the magnitude of fees involved, the percentages of completion of those applicable projects as of the date of the response, and staff levels by discipline that the proposer has pre-committed to those projects, all in sufficient detail to evaluate the proposer's ability to provide the level of staffing required

for those assignments and the services sought under this RFP.

The GEC shall be required to establish a field office within the service area of the Authority within a 5 mile radius of RMTA Expressway System to provide the following services:

1. Contract Support
2. Administrative Assistance
3. Advanced Project Development
4. Right-of-Way and Utilities
5. Plans, Specifications, & Estimate (PS&E) Management
6. Coordination of Construction Management Services, Inspection and Administrative Requirements
7. Assistance in Operations and Incident Management

### 3.2 Senior Project Manager

The proposer shall identify and provide relevant information concerning the senior project manager it intends to assign to the services for the duration of the Agreement. The Agreement shall restrict the ability of the GEC to substitute individuals for the senior project manager without the Authority's express approval. The proposer should discuss what steps it intends to take in order to enhance continuity in this and other key staff positions. The senior project manager shall be a Virginia licensed professional engineer or hold a similar license in another state and be capable of obtaining a license in Virginia within six (6) months.

### 3.3 Key Staff

The proposer shall identify and provide relevant information concerning the remainder of the proposer's intended project management and key technical personnel.

As set forth above, two key ongoing Authority undertakings concern the upgrade of the Authority's toll equipment system and preservation of the Authority's 50.2 lane-miles of roadway and its 36 bridges. Proposers shall identify with particularity the senior personnel to be assigned to these projects and their experience in toll collection system integration, installations, renovation and upgrades performed in a phased approach as well as their experience in cyclical and preventative maintenance of roadways and bridges.

### 3.4 Subconsultants

Where subconsultant services are proposed, the information specified in the first paragraph of Section 3.1 shall also be furnished for the subconsultant firm(s). Proposers are advised that no subconsultant or subcontractor may be employed without RMTA's approval, in its sole discretion. The provisions of the Agreement also pertain to subcontractors and subconsultants.



## 4 OTHER

### 4.1 Diversity and Inclusion

The Authority is committed to increasing the contract opportunities in all facets of the Authority's procurement activities for participation with certified small-owned, women-owned and minority-owned businesses , and service disabled veteran businesses (SWaM) as defined by the Department of Small Business and Supplier Diversity (DSBSD). The Authority, is committed to implement procurement practices that increase participation of SWaM businesses and we encourage all of the SWaM businesses to respond to all solicitations.

In addition, the Authority requires each proposer and/or supplier with which the Authority contracts to submit a small business subcontracting plan (SWaM Participation Plan), with the proposal response. The SWaM Plan will be evaluated as part of the award process. The SWaM Participation Plan should provide a description of the small businesses the proposer/supplier actively solicited to participate as subcontractors/suppliers for this project.

Proposers shall submit a summary of the prime firm's inclusion program and current firm profile with its responses to this RFP. The Authority strongly encourages the submission of proposals by SWaM firms whose principal business operations are located in the Richmond Metropolitan Area and further strongly encourages such firms to utilize the services of local subcontractors if needed.

Upon award and quarterly, during the project, the Authority requires the selected proposer to furnish data regarding subcontractor/supplier activity with SWaM business on a certified compliance form to be provided by the Authority prior to the start of the project. This certified compliance form must be provided to the Authority's Procurement Manager. This information will enable the Authority to document the dollar level of activity and measure the success of its purchasing and contracting efforts.

### 4.2 Litigation, Administrative Proceedings or Investigations.

Identify any material litigation, administrative proceedings or investigations in which your firm is currently involved or that may be threatened against your firm. Please indicate the current status or disposition of such litigation, administrative proceedings or investigations.

### 4.3 Various Statements/Certifications

Provide the following statements or assurances. If you are unable to do so, please explain why and provide supporting details.

(a) Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rule or, if in violation, an explanation as to why the violation does not have a material adverse impact on your ability to perform under this solicitation.

(b) Provide a statement of assurance that there are no known conflicts of interest that would prohibit the firm from entering into the Agreement with the Authority for the provision of professional engineering services or would otherwise adversely affect the Authority or its operations or customers. In particular, disclose whether your firm represents (i) the City of Richmond, (ii) VDOT or its contractors in toll services and operations, or (iii) any other entities in Virginia that provide toll road operations within the City of Richmond or the Counties of Henrico or Chesterfield. In addition, provide a statement of commitment to disclose future actual or potential conflicts of interest and identify how any such future conflicts would be identified and how your firm would resolve any such conflicts. You may frame your response in light of the provisions of Section 4.10 of the Agreement.

(c) Provide a statement of assurance that the proposer is not taking advantage of, and is not in any way basing the submission of its proposal on, any confidential information obtained in past associations with the Authority such that award of the contract may result in the proposer receiving an unfair competitive advantage. (Note: the Authority's incumbent is advised that confidential information obtained or derived in the normal course of its engagement with the Authority does not fall within the scope of this requirement).

(d) Provide a statement of assurance that your response is not the result of, or affected by, any act of collusion with another person (as defined in Virginia Code §§ 59.1-68.6 *et seq.*), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§18.2-498.1 *et seq.*).

#### 4.4 Various Other Disclosures

Identify and describe the circumstances whether your firm or any of its principals (i) are currently debarred, suspended or disqualified from submitting responses to the Authority , or any other state, local or federal entities, (ii) ever been terminated for work awarded to it, including termination for default (or cause) or for the convenience of the owner, (iii) been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in the RFP process for any contract, or failed to complete a project with a public agency, (iv) filed a request to be released from an application, proposal, selection or award of any contract within the last five (5) years, (v) ever been selected for award or awarded a contract in which the entity failed to undertake the awarded services or execute the proffered contract (such as not signing the contract documents, an inability to obtain insurance or meet bonding requirements; or failure to submit required forms and attestations), or (vi) filed for bankruptcy in the last seven years or is currently the debtor in a bankruptcy case.

#### 4.5 Va. State Corporation Commission Matters – Contractor's Authorization To Transact Business

The proposer shall submit the information required by Section 11(S). If proposer is exempt from the SCC authorization requirement, it shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement.

## 5 OTHER APPROPRIATE DATA

Other data demonstrating the ability and experience of the proposer in providing the specified services may be included in the Response. The proposer is cautioned, however, to carefully consider the relevance of said additional data, particularly in light of the 30 single sided page limit described in Section 6.1, so as to not omit or unduly abbreviate information specifically requested under Sections 1 through 5.

## 6 SUBMITTAL

### 6.1 Format

The response shall be submitted in bound volumes on standard 8 1/2" x 11" paper. Charts and exhibits may be of a larger size, but must be folded to the standard size. All information must be assembled and indexed in the order indicated in Sections 1 through 4, together with an Appendix containing the items described below. The response shall be limited to thirty (30) pages, single-sided and shall include typed text, graphics, charts and photographs (except when found on section dividers and not referenced in the text). Minimum type or font size for text shall be 12- point. The minimum for non-text portions, such as graphics and charts, shall be 10-point. Foldout pages count as one page but the response shall be limited to two foldout pages.

The page count shall not include:

- Cover Letter (one page).
- Front and back cover and section dividers (bindings and covers will be at the discretion of the proposer).
- The generic schedule (not more than 1 page in length) as required under Section 2.3 of this RFP, which shall be part of the Appendix.
- Key staff resumes (not more than 1 page in length per person) described in Section 3.1 through 3.3 of this RFP, which shall be part of the Appendix.
- Company brochure (not more than one item), which shall be part of the Appendix.
- Contractor Cost Certification of Final Indirect Cost Rates form

## 6.2 Due Date

Five (5) copies of the written response and one (1) electronic copy of the complete RFP response **must be received by the Authority before 1:00 P.M. (local time), June 6, 2022.** NO late submissions shall be accepted and returned unopened to the Proposer. The electronic copy of the response package shall be submitted to the Authority using [www.WeTransfer.com](http://www.WeTransfer.com). Detailed instructions for the electronic submission of the response package will be provided at the **mandatory** pre-proposal meeting. The five (5) copies of the written response package shall be submitted to:

Richmond Metropolitan Transportation Authority  
Attn: Paula Watson  
901 E. Byrd Street, Suite 1120  
Richmond, Virginia 23219  
Phone: (804) 523-3308

## 7 **MANDATORY PRE-SUBMISSION MEETING; WRITTEN QUESTIONS**

A **mandatory** pre-proposal meeting will be held at the Authority's Powhite Parkway (South) toll facility on May 17, 2022 at 8:00 A.M. (local time). If any firms are unable to attend the **mandatory** pre-proposal meeting in-person a zoom link will be provided. **Interested parties are requested to notify the RMTA Procurement Manager, Ms. Paula Watson at [Paula.Watson@RMTAonline.org](mailto:Paula.Watson@RMTAonline.org), no later than Thursday, May 12, 2022 at 1:00 PM of their intent to attend the Mandatory pre-proposal meeting in-person or to request a zoom link.** A role call will be performed at the beginning of the mandatory pre-proposal meeting to document attendance, and to be eligible to submit a proposal.. No one will be admitted after 8:10 AM. Proposals will only be accepted from Proposers who are represented at this meeting.

Meeting attendees will need to head south on Powhite Parkway (Rte. 76), crossing the James River and keeping to the right (Cash) at the traffic split at the railroad overpass. Enter the parking lot of the tan metal building just prior to the cash toll booths. The unofficial address as identified by Google Earth for the Powhite Parkway South toll facility is 6500 Powhite Parkway, Richmond, VA 23225.

Questions regarding this solicitation must be submitted in writing no later than 1:00 p.m. on Monday, May 16, 2022, to Paula Watson, Procurement Manager, via e-mail to [paula.watson@rmtaonline.org](mailto:paula.watson@rmtaonline.org). Questions are anticipated to be answered by written Addendum no later than Friday, May 20, 2022 by 5:00 PM (local time).. Any changes to the RFP will be by written addendum. Addenda, if any, will be published on the RMTA website [www.RMTAonline.org](http://www.RMTAonline.org).

## 8 EVALUATION AND SELECTION CRITERIA AND PROCESS

The procurement method for this RFP is competitive negotiation, as described in Section 2.2-4302.2 of the Code of Virginia, as amended. This RFP indicates, in general terms, the nature of the services that are sought, and each proposer is to submit the proposal that best suites the Authority's needs.

Written proposals/responses shall be considered by the Authority's GEC Selection Committee. This committee will be made up of Authority staff members representing the Operations/Engineering, Procurement Finance, and Administration departments. The GEC Selection Committee will evaluate Proposals based upon the following evaluation criteria, which will be utilized in the evaluation of qualifications for development of the shortlist of those proposers to be considered for interviews and/or negotiations:

Scoring of the written responses shall be completed prior to any oral presentations. The written responses will be scored as follows:

<b><u>Written Responses</u></b>	<b><u>Maximum Score</u></b>
Experience of Personnel*	40
Experience of Firm*	20
Organizational Approach and Managerial Capability**	20
Qualifications of Project Manager(s)*	10
Diversity & Inclusion Plans	<u>10</u>
	100

\* Experience and qualifications will be scored and evaluated with an emphasis on toll road operations matters, including but not limited to integration and implementation.

\*\* Managerial Capability will be scored and evaluated by such factors as ability to control project costs, timely provide written reports, and complete on-site evaluations and inspections.

At the sole discretion of the Authority, some or all of the firms being considered may be required to appear for interviews/oral presentations. The interviews/oral presentations, if required, shall be conducted so as to solicit information to enable the Authority to evaluate the capability of the applicable proposers to provide the desired services. Any such interview or presentation shall be significant to the selection of the GEC for the services. If the Authority notifies a proposer that an interview or presentation is required, the Authority will inform that proposer of the schedule, order and procedure, including its content, time limits, identity of the persons to be present, and use of handouts and visual aids. The interviews/oral presentations, if any, shall be evaluated by the GEC Selection Committee, using the criteria set forth above. **All interviews shall be in-person at the Authority's Powhite Parkway South toll plaza.**

If interviews/oral presentations are required, the written response and interviews/oral presentation will not carry equal weight. The written response will count as 85% of the overall score and the interview/oral presentation as 15%. Notwithstanding the foregoing, the Authority emphasizes that it may elect to forego interviews or oral presentations for all or some proposers. Consequently, all responses should be comprehensive and clear on their face, and no proposer should rely upon the opportunity to present additional or clarifying information at a later time.

As required by the Virginia Public Procurement Act, the Authority shall engage in individual discussions with two or more proposers deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Proposers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Authority may discuss nonbinding estimates of hourly rates/price for services. Proprietary information from competing proposers shall not be disclosed to the public or to competitors. The Authority shall not request or require proposers to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132, until after the qualified proposers are ranked for negotiations. At the conclusion of discussion, outlined herein, on the basis of evaluation factors set forth in this RFP and all information developed in the selection process to this point, the Authority shall select in the order of preference two or more proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked first shall be formally terminated and negotiations conducted with the proposer ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the RFP, the Authority may award contracts to more than one proposer. Should the Authority determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that proposer.

Any and all costs associated with the submission of Proposals, discussions or on-site interviews shall be at the sole expense of the proposer. If needed, all on-site interviews will be conducted at the Authority's Powhite Parkway (South) Toll Plaza facility. The Authority will notify all proposers of the decision to award or shortlist of proposers to be considered for award.

The solicitation of Proposals shall in no manner be construed as a commitment on the part of RMTA to make an award. The Authority reserves the right to cancel this Request for Proposal or to reject any and all proposals submitted as well as to waive any informality, whichever is in the best interest of the Authority. The Authority shall not be bound until such time as a contract in writing is executed by both the proposer and the Authority.

## 9 METHOD OF PAYMENT

9.1 The method of payment for this contract will be actual hourly costs for each project assignment based on fixed billable rates. Personnel assigned to each project shall be pre-approved by the Authority. For purpose of determining the fixed billable rates, an indirect cost rate shall be established in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. The indirect cost rate shall be established by an audit by a cognizant government agency or independent CPA firm. Indirect cost rates shall be established for the “Home Office” and the “Field Office”. A “Home Office”, as defined in 48 CFR Part 31, is an office responsible for directing or managing two or more, but not necessarily all, segments of an organization. It performs management, supervisory, or administrative functions and may perform service functions in support of operations of various segments. A “Field Office” is defined as any office, which the consultant specifically establishes, or is provided for them at or near the project site. This office is exclusively for project purposes. Neither the number of personnel nor their mix by personnel classification shall have any bearing on this definition. The Authority has established that the net fee shall be included in the fixed billable rates, (which includes the indirect cost rate) and shall vary from 9% to 12%. Net fee is based on the overall scope of services, complexity of work, size of job and other project factors and not on the particular part to be performed by the prime or the subconsultant. The net fee shall be project specific and is subject to final negotiations.

9.2 All firms submitting proposals (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. All firms must submit the attached Contractor Cost Certification of Final Indirect Cost Rates form as part of the proposal. This form will not count against the overall proposal page count. These systems must comply with requirements of 48CFR31, “Federal Acquisition Regulations, Contract Cost Principles and Procedures,” and 23CFR172, “Administration of Negotiated Contracts.” Contracts for engineering and design services by State transportation agencies must follow the cost principles contained in 48 CFR Part 31. All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their most current “Home Office” and “Field Office” indirect cost rate audit reports for similar State transportation agencies to the Authority within 5 work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the 5 work days, negotiations will be terminated by the Authority and negotiations with the next most qualified team will begin.

## 10 DISCRIMINATION

The Authority does not discriminate against an offeror or proposer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State and Federal law relating to discrimination in employment.



11 MISCELLANEOUS

A. Proposers may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia, as amended, to determine their remedies concerning this competitive process.

B. The Authority reserves the right to reject any and all proposals and to waive any irregularities in order to award the concession that is in the best interests of the Authority. The Authority reserves the right to modify, change, amend or withdraw this RFP. Any such change to this RFP will be made in writing. The Authority will notify all potential respondents of amendments by issuance of an addendum, and will, if necessary, adjust the due date of the Proposal submission.

C. Each proposer assumes all responsibility for complying with laws, regulations, etc., pertaining to the engagement in formulating and completing the Proposal. Federal, state and local laws, ordinances, rules and regulations that in any manner affect the Proposal apply. Lack of knowledge by proposers shall in no way be cause for relief from responsibility therefor.

D. During the term of the engagement, each proposer shall agree as follows:

i. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin except where religion, sex, disability or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the proposer. The proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions on this nondiscrimination clause.

ii. The proposer, in all solicitations or advertisements for employees placed by or on behalf of the proposer, will state that such proposer is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the foregoing requirements. The Proposal will include the provisions of the foregoing paragraphs (i) and (ii) and this paragraph (iii) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

iv. The proposer, by signing the proposal, certifies that it does not and will not during the performance of the work knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

v. The proposer agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the proposer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees



placed by or on behalf of the proposer that the proposer maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

A “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

E. All firms are hereby placed on notice that neither the Authority nor its employees, agents or members of its Board of Directors shall be lobbied either individually or collectively regarding this RFP. Proposers, consultants and their agents are hereby advised that they are not to contact Board of Director members of the Authority or staff members for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit, or have submitted a Proposal. *ANY FIRM CONTACTING INDIVIDUALS MENTIONED HEREIN SHALL BE IN VIOLATION OF THIS WARNING AND SHALL AUTOMATICALLY BE DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR PROPOSALS.*

F. The Authority, in its discretion, will commence the engagement on a date that best accommodates the schedule of the successful proposer and the Authority and any transition hereunder.

G. This RFP and each and all parts, exhibits and appendices thereof shall in all respects be and constitute a part of the agreement to be entered into with the successful proposer.

H. No Proposal shall be withdrawn except with the consent of the CEO of the Authority (or her designee) for a period of ninety (90) days following the receipt date of proposals (subject to earlier acceptance). Proposals may be withdrawn by written notice, facsimile/telefax or telegram received at any time before the deadline for submitting Proposals. Proposals may be withdrawn in person by the respondent or an authorized representative prior to the deadline for submitting them.

I. Unacceptable Proposals -- The Authority, in its discretion, may refuse to consider or evaluate a Proposal for any of the following reasons:

- (i) Evidence of collusion.
- (ii) Unsatisfactory performance record, including but not limited to, failure to faithfully comply with lease or contract terms and obligations, conduct, workmanship, progress, as shown by past or current contracts or agreements with the Authority or any other entity.
- (iii) Uncompleted contracts, whether with the Authority or otherwise, that might hinder or prevent compliance with the requirements of this RFP and the Agreement.

- (iv) If a proposer has previously defaulted in the performance of, or failed to complete a public contract, or has been convicted of a crime arising from or in connection with the negotiation, execution or performance of a previous public contract.
- (v) Any other apparent inability, financial or otherwise, to fulfill the requirements of the engagement.

The Authority reserves the right not to award a contract to any person, firm or corporation that does not comply with applicable laws.

J. Ethics in Public Contracting – Pursuant to Virginia Code 18.2-498.4, the proposer hereby certifies that, by submitting a Proposal, such proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Virginia Government Frauds Act. By submitting its proposal, proposers certify that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than normal value, present or promised unless consideration of substantially equal or greater value was exchanged.

K. Indemnification of Authority – The successful proposer shall defend, indemnify and hold harmless the Authority, its directors, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgments, including attorney fees, alleged or claimed to have been caused whole or in part by or through the performance by the successful proposer, or by reason of any actions or activities of the successful proposer whether or not such damage is caused by or attributable to a party indemnified hereunder. In any and all claims against the Authority or against any of its Directors, officers, agents or employees by the successful proposer or any employee of the successful proposer, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the successful proposer under Workers' Compensation Acts, disability acts or other employee benefit acts.

L. Laws and Courts – Any contract resulting from this RFP shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the City of Richmond. The successful proposer shall comply with all applicable federal, state and local laws and regulations.

M. Antitrust – By entering into the Agreement, the proposer conveys, sells, assigns, and transfers to the Authority all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Authority under such Contract.

N. Assignment of Contract – The Agreement shall not be assigned by the proposer in whole or in part without the prior written consent of the Authority.

O. Ownership of Material – Ownership of all data, materials and documentation originated and prepared for the Authority pursuant to the RFP shall belong exclusively to the Authority.

P. Public Information – Disclosure of any information submitted in response to this RFP is governed by applicable Virginia law, including the provisions of the Virginia Freedom of Information Act (“FOIA”), and the Authority makes no representations as to the avoidance of disclosure if a proper FOIA request is made. To the extent a proposer wishes to attempt to protect trade or proprietary information from disclosure, it must identify the data or other materials to be protected and state the reasons why protection is necessary.

Failure to mark the data or other materials as stated may result in information, data or other materials being released to another bidder, proposer, offeror or public or private person. A proposer may not mark every page of the Proposal as proprietary information. The Authority shall undertake to advise proposer(s) of any request for disclosure under FOIA for any material designated by proposer as a trade secret or proprietary to allow proposer opportunity to take steps to prevent disclosure. By submitting its proposal, however, proposer agrees to release the Authority from any liability for disclosures made in response to an FOIA request.

Q. Proposer’s Acknowledgement – By submitting a response to this RFP, each proposer unequivocally acknowledges that the proposer has read and fully understands this RFP, and that the proposer has asked questions and received satisfactory answers from the Authority regarding any provisions of this RFP with regard to which the proposer desired clarification.

R. Faith-Based Organizations – The Authority does not discriminate against faith-based organizations.

S. Contractor’s Authorization To Transact Business – In accordance with § 2.2-4311.2 of the Code of Virginia, any proposer organized as a stock or nonstock 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 Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any proposer organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any proposer that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal statement describing why the proposer is not required to be so authorized. Failure to provide the required information may result in the rejection of the proposal. Any selected proposer shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The Authority may void any contract if the selected proposer fails to remain in compliance with the foregoing provisions.

# Attachments

- Contractor Cost Certification of Final Indirect Cost Rates Form
- RMTA GEC – 2022 Form of Agreement

## RMTA Contractor Cost Certification of Final Indirect Cost Rates

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

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

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

Type of Final Indirect Cost Rate	Combined	Home	Field
Indirect Cost Rate			
Facilities Cost of Capital Rate			
Direct Expense Rate			
Other Rate:			
Other Rate:			

Date of Proposal Preparation: \_\_\_\_\_ Fiscal Period Covered: \_\_\_\_\_

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

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

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

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

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

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

Date of Certification: \_\_\_\_\_

*ATTACHMENT TO RFP FOR  
GENERAL ENGINEERING CONSULTANT SERVICES*

**FORM OF PROFESSIONAL  
ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into as of this \_\_\_\_ day of \_\_\_\_, 2022, by and between the **Richmond Metropolitan Transportation Authority** (“**RMTA**” or the “**Authority**”), a political subdivision of the Commonwealth of Virginia, and \_\_\_\_\_, a \_\_\_\_\_ corporation (“**Engineer**”);

**WITNESSETH**

**WHEREAS**, RMTA owns and/or operates certain public facilities, including a tolled Expressway System, and desires certain professional engineering services in connection therewith;

**WHEREAS**, RMTA issued a Request for Proposal (“RFP”) dated May 6, 2022, for the provision of professional engineering services;

**WHEREAS**, Engineer submitted a proposal (the “Engineer’s Proposal”) in response to the RFP, and RMTA has selected the Engineer’s Proposal as the winning proposal;

**NOW, THEREFORE**, for good and valuable consideration and in consideration of the mutual undertakings of the parties to this agreement, RMTA and Engineer hereby agree to the following terms and conditions:

**ARTICLE I  
SCOPE OF SERVICES**

1.1 Except as otherwise set forth in this Agreement, the scope of the duties and responsibilities of the parties shall be those set forth in the RFP (Exhibit A), and the Engineer’s Proposal (Exhibit B), or modified by amendment to this Agreement, each of which is or, from time to shall be, attached to and made a part of this Agreement by reference.

1.2 In any conflict between or among the terms of this Agreement, the RFP and the Engineer’s Proposal, the documents shall be controlling in the following order of precedent with the terms of a document taking precedent over the terms of any document listed below or following it: this Agreement (as it may be amended from time to time); the RFP (attached hereto as Exhibit A) and the Engineer’s Proposal (attached hereto as Exhibit B).

1.3 The compensation arrangements during the term of this Agreement shall be as set forth in Exhibit C.

1.4 Services under this Agreement will be done on an as directed/task order basis with reference to specific tasks pursuant to a work authorization issued by RMTA from time to time. Engineer shall then perform work under this Agreement as specified in the task order or work authorization, with compensation to be provided as set forth in Exhibit C, or as may be agreed to by RMTA and Engineer with respect to such task order or work authorization.

## **ARTICLE II COMMENCEMENT AND TERM**

2.1 This Agreement shall become effective upon complete execution by the parties hereto.

2.2 The initial term of this Agreement shall expire on \_\_\_\_\_, 2022, subject to earlier termination as provided herein. This Agreement may be renewable up to [ four (4) ] additional [ one (1) ] year periods solely at RMTA's option, subject to applicable law. RMTA shall provide notice of option to renew not less than ninety (90) days prior to the end of the then-current term.

## **ARTICLE III PAYMENT**

3.1 Engineer shall submit monthly statements for services rendered and reimbursable expenses incurred, based on the provisions in Exhibit C. Engineer's statements shall be in such detail as RMTA may reasonably require to show the identification of the personnel performing services, hours worked, and the detailed nature and extent of services performed. Payment of such itemized invoice shall be made within thirty (30) days after receipt and acceptance of an invoice by RMTA. RMTA shall notify Engineer of any disputed amount within thirty (30) days from date of the invoice, give reasons for the objection and promptly pay the undisputed amount. As to any progress billing, Engineer shall invoice for that portion of the services performed during the referenced period, with each invoice containing a progress report documenting the work completed for the applicable work period, including the financial status for each active task.

3.2 Engineer shall keep records pertaining to services performed and reimbursable expenses incurred on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate audit as RMTA may provide. All records shall be available to RMTA or its authorized representative during normal business hours.

3.3 As to any particular task, project or portion thereof, RMTA and Engineer may agree on a specific cost for such task or project.

3.4 Notwithstanding anything to the contrary in this Agreement or in Exhibit C, should the work performed under this Agreement include products or services that are commercially priced by Engineer and unless otherwise agreed, such amounts shall be invoiced to RMTA at the catalog price(s) offered by Engineer. Engineer shall specifically designate such products, services or items and their respective price(s).

## **ARTICLE IV GENERAL TERMS AND CONDITIONS**

4.1 Engineer agrees to perform the services under this Agreement as directed by RMTA in accordance with the terms of this Agreement and in accordance with applicable standards of professional care ordinarily possessed and exercised by a member of the same profession, currently practicing under similar circumstances. Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services it furnishes, as well as of any subconsultants, and by any principal, officer, employee and agents of it or any subconsultant.

4.2 Engineer accepts the relationship of trust and confidence established between it and RMTA by this Agreement, and Engineer covenants with RMTA to furnish its best skill and judgment in furthering the interests of RMTA. Engineer agrees to furnish at all times an adequate supply of personnel to perform the services in the best and most expeditious and economical manner consistent with the interests of RMTA, it being specifically understood that Engineer shall perform all services required to be performed hereunder in accordance with, as applicable, generally accepted engineering or architectural standards of care and practices for similar projects. Engineer shall, without additional compensation, promptly correct and revise any errors or deficiencies in any reports, design, drawings, specifications and other services, or in any portion of any services performed or service provided hereunder and for any portion of any work performed or service provided by any subconsultant.

4.3 Engineer shall not employ any subconsultant or subcontractor without RMTA's approval, in its sole discretion. Engineer shall bind each and every approved subconsultant to the terms stated herein and shall require the proper qualification of any such subconsultant. Engineer hereby affirms that it shall be responsible for the acts, errors and omissions of its subconsultants and shall fully indemnify, defend and save harmless RMTA, its agents and employees from any and all claims, judgments, losses, damages and expenses by third parties which may arise on account of the acts, errors or omissions of services rendered by Engineer's subconsultants. Engineer shall furnish a copy of this Agreement to any such subconsultant. No subconsultant shall have any rights as against RMTA.

4.4 All documents, records, reports, studies and analyses, including those prepared and stored on electronic medium, prepared pursuant to this Agreement, are the property of RMTA and shall be delivered to RMTA's custody upon completion of work or upon RMTA's request upon payment therefore (except as otherwise provided herein) and, in any event, no later than thirty (30) days after termination of this Agreement. Except as required for discharge of its duties to RMTA under this Agreement, no documents, records, reports, studies or analyses shall be released or disclosed by Engineer to any other person without the prior written approval of RMTA.

4.5 Engineer shall comply with the provisions of all Federal, state and local statutes, ordinances, and regulations of laws which may be applicable to the performance of this Agreement and obtain all necessary licenses and permits thereunder.



4.6 During the performance of this Agreement, Engineer for itself, assignees and successors in interest, affirms that it agrees to comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder. Further, Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin except where religion, sex, disability or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions on this nondiscrimination clause and, in all solicitations or advertisements for employees placed by or on behalf of Engineer, will state that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the foregoing requirements. Engineer will include the provisions of the foregoing paragraphs (i) and (ii) and this paragraph (iii) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

4.7 Engineer agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, 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.

4.8 Engineer cannot use an indication of its services to the RMTA for commercial or advertising purposes, but may list this engagement in its corporate description for subsequent proposals being made to acquire additional business opportunities.

4.9 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Engineer any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, RMTA shall have the right to annul or void this Agreement without liability, or, in its discretion to deduct from this Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4.10 Engineer agrees that, if at any time during the course of its work hereunder there develops any situation that creates a conflict of interest or may create a conflict of interest between another entity (such as, but not limited to, the Virginia Department of Transportation, City of

Richmond, Henrico County, and Chesterfield County) and RMTA or might result in the disclosure of confidential or proprietary information of RMTA, Engineer will immediately bring such matter to RMTA's attention. While RMTA and Engineer will endeavor to resolve the conflict so as to allow Engineer to work on such matter, Engineer agrees that if such resolution cannot be attained, it will not apply or propose for such work, or withdraw or otherwise recuse itself at the request of RMTA from undertaking or performing further work on that particular matter.

4.11 Unless otherwise waived or provided by RMTA, Engineer shall furnish RMTA with a preliminary draft of any proposed correspondence to any federal, state or other regulatory agency for RMTA's review and approval at least seven (7) calendar days prior to mailing such correspondence.

## **ARTICLE V**

### **OWNERSHIP AND USE OF DOCUMENTS**

5.1 Final writings, reports, studies, analyses, maps and drawings prepared under this Agreement, including final reports, drawings and maps on media specified by RMTA, shall be the property of RMTA and shall be delivered to RMTA upon the earlier to occur of completion of the services or termination of this Agreement. RMTA may use such documents for the completion of or additions to the services performed hereunder, or for any other purpose provided that Engineer shall have no responsibility under this Agreement for any re-use of maps, drawings, or documents by RMTA for any purpose other than the services performed hereunder without verification or adaptation by Engineer.

5.2 Any re-use of drawings, specifications or documents by RMTA for any purpose other than as to any project or services performed hereunder without verification or adaptation by Engineer is at RMTA's sole risk. Should these documents be re-used by RMTA without verification by Engineer, Engineer's seal must be removed from the documents prior to use and the documents shall contain a notation that they are being used at RMTA's sole risk.

5.3 Any writings, reports, studies, analyses, maps and drawings, data, programs or other material first reduced to practice for the sole benefit of RMTA under this Agreement shall be deemed to be works for hire created by Engineer as a result of a special commission by RMTA, and owned outright by RMTA; but if they do not qualify as works for hire for any reason, Engineer to assign all of its right, title and interest in and to them to RMTA. Engineer hereby sells, assigns, transfers, conveys and delivers to RMTA, its successors and assigns, its entire right, title, and interest in, to and under all drawings, specifications, writings, reports, studies, analyses, maps, data, programs or other material, and other documents first reduced to practice for the sole benefit of RMTA hereunder, including all copyrightable elements thereof, which it warrants to not infringe on the copyrights or other rights of third parties, all of the foregoing to be held and enjoyed by RMTA for its own use and for the use of its successors, assigns, and other legal representatives, together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this copyright assignment. Engineer agrees to execute and deliver to RMTA without additional charge such applications for copyright registration, assignments of copyright registrations, and other documents as RMTA deems are necessary or convenient to effectuate

copyright registration, the transfer of title contemplated by this copyright assignment, and to assist RMTA in prosecuting or defending any actions for copyright infringement to the extent resulting from the drawings, specifications, writings, reports, studies, analysis, maps, data, programs or other material and documents provided as deliverables to RMTA by Engineer under this Agreement.

Notwithstanding anything to the contrary contained herein, any tools, systems or information used by Engineer or its suppliers in the course of providing the services hereunder, including computer software (object code and source code), tools, systems, know-how, methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of Engineer or its suppliers unless conceived or first actually reduced to practice for the sole benefit of RMTA in the performance of services hereunder. To the extent necessary to use the project deliverables as intended, Engineer hereby grants RMTA a limited, non-exclusive, non-assignable license to use certain of Engineer's proprietary materials for such purpose. No other party shall use Engineer's proprietary materials, however, without the express, written consent of Engineer.

5.4 RMTA agrees that Engineer may use usual, typical and standard elements of the design in the design of other structures or facilities, provided that Engineer shall not use any design concepts which are specific or particular to the services, and which relate to layout, function or appearance on any other structure or facility. Engineer may retain its original notes, working documents, calculations and computations. RMTA shall be entitled to a copy of such materials on request without additional fees.

## **ARTICLE VI INSURANCE AND INDEMNIFICATION**

6.1 Engineer shall carry commercial general liability coverage in amounts as set forth below throughout the term of this Agreement and shall furnish RMTA a certificate or certificates evidencing such insurance coverages in amounts acceptable to RMTA prior to commencing work on any project, all as set forth below.

6.2 Engineer shall acquire and maintain, at its sole expense, insurance coverage with forms of policies, insurers and limits no less than the following limits or such greater limits required by law:

- |     |                       |   |
|-----|-----------------------|---|
| (a) | Worker's Compensation | Statutory Limits  |
| (b) | Employer's Liability  | \$1,000,000 disease-policy limit<br>\$1,000,000 disease-each employee |

If there is an exposure of injury to Engineer's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or

under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

- (c) Commercial General Liability Insurance. Engineer shall carry General Liability Insurance in the form of Commercial General Liability providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - (i) Premises and Operations;
  - (ii) Products and Completed Operations;
  - (iii) Contractual Liability insuring, to the extent set forth in the policy provided to RMTA, the obligations assumed by the Engineer in this Agreement;
  - (iv) Broad Form Property Damage (including Completed Operations);
  - (v) Explosion, Collapse and Underground Hazards; and
  - (vi) Personal Injury Liability.

RMTA shall be named as additional insured under the Commercial General Liability policy. The combined single limits of liability under the Commercial General Liability Insurance to fulfill the requirements of this Subparagraph 6.1 shall be as follows:

\$2,000,000 per Occurrence Combined Single Limit for Bodily Injury, Property Damage, Personal and Advertising Injury, and Fire Legal Liability including Products/Completed Operations, and Professional Errors & Omissions Liability

\$4,000,000 General Aggregate Limit

- (d) Automobile Liability (Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The combined single limit of liability shall be \$1,000,000 for any one accident or loss. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

The requirements contained herein as to types and limits, as well as RMTA's approval of insurance coverage to be maintained by Engineer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Engineer under this Agreement.

The foregoing insurance shall extend to damages because of bodily injury or property damage committed by the Engineer or alleged to have been committed by the Engineer, or its employees or its agents.

Engineer shall maintain all such insurance throughout the term of this Agreement and shall maintain the professional liability insurance throughout the term of this Agreement and for three (3) years following completion of the services hereunder. Engineer shall provide certificates of insurance coverage on an annual basis and demonstrate ability to obtain additional coverage as may be required for future services under this Agreement to RMTA to show current coverage upon execution of this Agreement by Engineer and at all times during which coverage is required by this Agreement. Upon request, Engineer shall advise RMTA of any claim against Engineer which may affect its errors and omissions coverage. The certificates of insurance required hereunder must provide clear evidence that Engineer's insurance policies contain the minimum limits of coverage and special provisions required by this Article. The insurance policies and certificates required herein shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until RMTA has been given no less than forty-five (45) days prior written notice. RMTA shall be named as an additional insured on all general liability policies using ISO Form Number CG 2010.

6.3 Engineer shall hold harmless, indemnify and defend RMTA, its officers, and employees from any and all liability, claims, judgments, losses, damages and expenses, including reasonable legal fees, costs of litigation and any judgment arising out of or alleged to arise from Engineer's negligent acts, errors or omissions, professional negligence or breach of this Agreement in the performance of this Agreement, but not including liability caused by the negligence of RMTA. These indemnification obligations shall apply to all liabilities, claims, judgments, losses, damages or expenses that are caused in whole or in part by Engineer's negligent acts, errors or omissions, professional negligence or breach, its subcontractors, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder. The indemnification obligation in this paragraph shall not be limited by a limitation on amount or type of damage, compensation or benefits payable by or for Engineer, Engineer's subcontractors, or anyone directly or indirectly employed by any of them under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE VII TERMINATION**

7.1 This Agreement may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of RMTA and Engineer;
- B. By either party at any time upon sixty (60) days' prior written notice; provided, however, that Engineer may not so terminate if it will result in a substantial inconvenience, burden, delay or hardship upon RMTA, as reasonably determined by RMTA, unless solely due to default by RMTA.

- C. Failure of Engineer to provide the services described in this Agreement within the times indicated will subject this Agreement to potential termination by RMTA on fourteen (14) days written notice. RMTA shall not be liable to Engineer for payment on any work that has not been completed and delivered to RMTA prior to termination of the Agreement.

After receipt of a notice of termination and except as otherwise directed by RMTA, Engineer shall:

- A. Stop all work under this Agreement on the date and to the extent specified in the notice of termination;
- B. Terminate and place no further orders or subcontracts for materials or services, except as may be necessary for completion of such portion of the work under this Agreement that has not been terminated.
- C. Assign to RMTA, in the manner and to the extent directed by RMTA, all of the right, title, and interest of Engineer under any Engineer orders or subcontracts as related to the performance of the work terminated. RMTA, at its discretion, may require Engineer to continue such subcontracts or orders until assumption of the same in writing by RMTA, or require Engineer to settle or pay any or all legitimate claims, arising out of termination of such orders and subcontracts.
- D. With RMTA's prior written authorization, terminate Engineer orders or subcontracts related to the performance of the work terminated. RMTA, in writing, may require Engineer to settle or pay all outstanding liabilities and/or claims arising from termination of Engineer orders related to the performance of the work terminated, the cost of which is reimbursable in whole or in part in accordance with the provisions of this Agreement.
- E. Complete performance of such part of the work as shall not have been terminated by the notice of termination.
- F. Take such action as may be necessary, or as RMTA may direct, for the protection and preservation of the property related to this Agreement which is in the possession of Engineer or any subcontractor or subconsultant or in which RMTA has or may acquire an interest.
- G. Deliver to RMTA all documents, reports, records, studies, work papers, and analyses of work compiled up to the date of termination pursuant to Section 4.4 hereof.

In the event of termination by RMTA due to failure of Engineer to perform satisfactorily, Engineer shall receive no additional compensation beyond that already due, and any work done shall become the property of RMTA. In the event of a termination of work under this Agreement, RMTA shall

review in a timely manner Engineer's termination invoice, and make such payment as is properly due. After receipt of a Notice of Termination for any reason other than Engineer's failure to perform, Engineer shall submit to RMTA its termination invoice in the form and with the certification prescribed by RMTA. Such termination invoice shall be submitted promptly, but in no event later than two (2) months from the effective date of termination. The termination invoice shall be restricted to payments due in accordance with this Agreement, plus extraordinary costs actually paid by Engineer as a direct result of such termination. However, Engineer shall undertake all reasonable and good faith efforts to mitigate such costs, for RMTA's benefit. RMTA shall review in a timely manner Engineer's termination invoice, and make such payment as is properly due.

Upon termination of this Agreement, RMTA is free to use any or all documents, records, reports, studies, analyses for which compensation has been paid as it desires without additional compensation to Engineer.

## **ARTICLE VIII GOVERNANCE**

8.1 This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the City of Richmond, Virginia. Engineer shall comply with all applicable federal, state and local laws and regulations, including rules and regulations of RMTA that have been disclosed to Engineer.

8.2 If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected.

## **ARTICLE IX ASSIGNMENT**

9.1 Engineer shall not assign, sublet or transfer this Agreement nor delegate its duties under this Agreement without the prior written consent of RMTA, which consent may be withheld in RMTA's sole discretion. This section shall be construed to include a substantial change in ownership or control of Engineer, including by way of illustration and without limitation, sale of all of the assets or sale of existing stock or securities and issuance of new stock or securities of Engineer or its parent corporation. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of RMTA and Engineer, their successors and assigns.

RMTA may not assign or transfer this Agreement without Engineer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that RMTA may assign or transfer this Agreement to a governmental entity without any such prior written consent.

## **ARTICLE X TAXES**

10.1 RMTA shall not be liable for the payment of any taxes levied by the City, State or Federal Government against Engineer, and all such taxes shall be paid by Engineer; provided, however, should RMTA nevertheless pay any such taxes, Engineer shall reimburse RMTA therefore.

## **ARTICLE XI REPRESENTATIONS AND WARRANTIES**

11.1 RMTA represents and warrants that it is a political subdivision created under the laws of the Commonwealth of Virginia and that it has all necessary corporate power and authority to enter into and carry out its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by the RMTA, constitutes a valid and binding obligation of the RMTA, and is enforceable in accordance with its terms.

11.2 Engineer may reasonably rely upon the accuracy of data furnished by RMTA, or any other project participant, to Engineer for the service performed hereunder and upon which Engineer based such services. Engineer shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by RMTA or any other project participant, nor ensuring that such information or content does not violate or infringe on any law or other third party rights, absent manifest error or appearance to the contrary.

11.2 Engineer represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. Engineer has all necessary corporate power and authority to enter into and carry out its obligations under this Agreement. This Agreement has been duly authorized, executed, and delivered by Engineer, constitutes a valid and binding obligation of Engineer, and is enforceable in accordance with its terms.

11.3 Engineer represents and acknowledges to RMTA that it is knowledgeable of all laws, codes, rules and regulations applicable to the Project in the jurisdiction in which the Project is located, including, without limitation, all Federal laws, codes, rules and regulations including those related to highway engineering and by this representation agrees to comply with such laws, codes, rules and regulations.

11.4 Engineer represents that it is experienced and qualified to perform the services contemplated by this Agreement, and that it is properly licensed pursuant to applicable law to perform such services.

11.5 Engineer shall not employ any subconsultant without RMTA's approval. Engineer shall bind each and every approved subconsultant to the terms stated herein and shall ensure the proper licensing of such subconsultants. Engineer hereby affirms that it shall be responsible for the negligent acts, errors and omissions of its subconsultants and shall fully indemnify and save



harmless RMTA and its employees from any and all claims, judgments, losses, damages and expenses by third parties which may arise on account of negligent acts, errors and omissions rendered by Engineer's subconsultants in the performance of services under this Agreement.

11.6 Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished under this Agreement. Engineer shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

11.7 Engineer agrees to submit to RMTA on a reasonable frequency requested data regarding subcontractor/supplier activity with small businesses, minority-owned businesses, women-owned businesses, businesses owned by service disabled veterans and businesses located in the Richmond metropolitan area. Further, Engineer agrees to utilize the services of the "SWAM" subcontractors set forth in Engineer's Proposal and increase such utilization upon the RMTA's reasonable request.

11.8 Copies of all specifications, contract documents, and other written information shall be provided to RMTA on magnetic media specified and approved by RMTA. All bid plans and record drawings ("as built" plans) shall be provided in a CADD format and on magnetic media approved by RMTA. Engineer makes no warranty as to the compatibility of the data files beyond the release or version of the software as submitted, or with RMTA's hardware and/or software configurations except as specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified without Engineer's knowledge, Engineer will not be responsible for maintaining copies of the submitted electronic files after acceptance by the RMTA and shall not be held liable for completeness or accuracy of the electronic data after the acceptance thereof. Only the submitted hard copy documents with the Engineer's seal on them will be considered the instrument of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

11.9 Should it come to Engineer's attention that the estimated cost for any portion of any project or undertaking at any time during any phase of this Agreement exceed the amount available for the project construction, Engineer shall cease work immediately and so inform RMTA in writing. RMTA shall determine its options and Engineer shall not proceed further until written authorization is provided. Engineer's failure to notify RMTA shall release RMTA of any obligation to provide additional compensation for the work completed.

11.10 At RMTA's reasonable request or as necessary, Engineer shall establish or maintain a field office in the Richmond area. The field office shall be staffed and equipped to manage projects for which the Engineer is responsible and to provide timely responses to RMTA.

11.11 Because Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of a project or portion thereof shall be made on the basis of experience and qualifications as a practitioner of its profession. Engineer does not guarantee that proposals, bids, or actual project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

11.12 Engineer shall not be responsible for (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with a project; (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to Engineer, to fulfill contractual responsibilities to RMTA or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Engineer in any Attachments and the Scope of Services.

11.13 General Oversight and Inspection Disclaimer. Engineer shall visit the project sites as reasonably required to become generally familiar with the progress and quality of the work to determine, in general, if the work is proceeding in accordance with the design intent of the contract documents. On the basis of these on-site observations, Engineer shall endeavor to keep RMTA informed of portions of the work which Engineer discovers are not proceeding in accordance with the design intent of the contract documents, but Engineer's failure to discover defective or deficient work, data, materials or other services will not relieve the construction contractor of any responsibility it may have for the same under their agreement with RMTA.

11.14 Right to Rely. To the extent necessary to render the services, RMTA shall grant to or secure on behalf of Engineer a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use RMTA's or other project participant's supplied content, materials or documents. Engineer shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by RMTA or any other Project participant, not ensuring that such information or content does not violate or infringe any law or other third party rights.

11.15 Hazardous Waste. Engineer shall have no responsibility for the presence, removal or remediation of any hazardous waste in, on or under the work site except to the extent same is caused by Engineer or same is required under or part of any task order. In addition, Engineer shall have no duty to discover, detect or to report the presence of any hazardous materials at the work site except to the extent same is caused by Engineer or same is required under or part of any task order.

## **ARTICLE XII**

### **SCHEDULE FOR DELIVERY OF SERVICES**

Engineer shall accomplish the services with due diligence and complete the work as follows:

12.1 Engineer shall immediately proceed on each portion of services hereunder after each Notice-to-Proceed from RMTA as required herein and shall complete its services in accordance with any designated project schedule for such services.

12.2 Construction progress shall be closely monitored by Engineer in an effort to keep the construction on schedule. Engineer shall notify RMTA in writing when any contractor's progress falls behind the respective project schedule.

12.3 Engineer shall complete the services in accordance with the respective project schedule. However, neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

### **ARTICLE XIII NOTICES**

All notices hereunder shall be delivered in writing by hand delivery or certified mail return receipt requested to:

For RMTA: Richmond Metropolitan Transportation Authority  
ATTN: Chief Executive Officer  
901 E. Byrd Street, Suite 1120  
Richmond, Virginia 23219

For Engineer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE XIV  
ADDITIONAL PROVISIONS**

14.1 This Agreement constitutes the entire agreement between the parties and there are no agreements, understandings, warranties or representations between the parties except as provided for herein. This Agreement cannot be amended except in writing executed by the parties.

14.2 No waiver of any of the provisions of this Agreement shall be deemed to be nor constitute a waiver of any other provision, nor shall any waiver be binding unless evidenced by an instrument in writing executed by the party making the waiver.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and made same effective as of the day and year first written above.

**RICHMOND METROPOLITAN  
TRANSPORTATION AUTHORITY**

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

By: \_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY**  
**RFP FOR GENERAL ENGINEERING SERVICES**

*[To Be Completed]*

**EXHIBIT B**

**SELECTED CONSULTANTS PROPOSAL**

*[To Be Completed]*

## **EXHIBIT C**

### **COMPENSATION ARRANGEMENTS**

In accordance with the Professional Engineering Agreement between the Richmond Metropolitan Transportation Authority (“RMTA”) and \_\_\_\_\_ (“Engineer”), the provisions below are the compensation arrangements referred to in Section 1.3 of such agreement:

The following principles will apply for in determining billing and payments provisions under such agreement.

*[To Be Completed]*