

CONSTRUCTION,
ENGINEERING,
INSPECTION (CEI)
SERVICES FOR THE
CITY OF COLONIAL
HEIGHTS VA

ADDITIONAL
INFORMATION

The City of Colonial Heights VA Engineering Department sometimes is the administrator of state and federal funded projects, that have been allocated to the City., On these projects, the City has to following their own procurement rules, as well as the state and federal procurement rules.

Selection

The acquisition of CEI services is likely employed by project managers to meet these responsibilities under the constraints of limited resources, and quality expectations.

Execution Practices

Although state DOTs make consultants accountable for the quality of their work and can request the dismissal of any consultant employee for poor execution, state DOTs need to properly manage contracts to produce a quality execution of CEI services. Properly managed CEI contracts vary from state to state but are all subject to timely progress reports and evaluations, acceptable change management policies and procedures, and proper contract administration and communication. The number of CEI contracts that a State DOT employee (CEI liaison) manages can have an effect on the resulting quality of the work.

Acceptable Work Days

Contractor shall perform the work during normal working hours. Holiday, nights, or weekend work shall only be performed as necessary to finish work and shall be coordinated directly with the Traffic Engineering Section. The City may request that no work be performed during peak traffic hours.

Closeout Practices

Upon completion of a CEI contract, project managers are usually required to communicate “the acceptance and approval of the consultants work to contract administrators closing out the project”. While the assignment of contract administration personnel differs from state to state, the process of acceptance and approval is consistent and includes confirmation of completion, disbursement of final payments, transfer of required deliverables, and final audits or commissioning.

Liability

State DOT’s typically require CEI firms to acquire Commercial general liability (CGL) insurance to protect state agencies against negligence as well as errors and omissions. However, states tend to differ in the terms of insurance requirements. Some states require professional liability insurance which covers claims against losses that are “directly traceable” to the negligence attributed to the consultant for failing to follow “legal standards”. Professional liability insurance protects main activities such as preparing drawings and specifications in design as well as site services such as monitoring work, issuing payments, and completion certificates.

Functions

In general, CEI services are commonly utilized in four functional areas represented throughout the transportation infrastructure life cycle. Namely, the four functional areas as defined in this guide book are construction administration, construction engineering, inspection, and human resources. CEI functions within these areas are utilized to varying extents in phases of preconstruction, construction, maintenance, and retirement of infrastructure projects

City Representation

A City representative shall meet with the Contractor’s foreman on site before any work is begun to coordinate and plan the work. The City contact will be I Keith Chisolm, Assistant Director of Pubic Works, (804) 520-9334, chisolmk@colonialheightsva.gov

Administrative

1. The following services marked with an X will **NOT** be required:

Surveying_____	Specifications _____
Bridge and Structure Plans_____	Materials Analysis _____
Permit Drawings_____	Environmental _____
Hydraulic and Hydrologic Analysis <u>X</u>	Road Plans _____
Traffic Data <u>X</u>	Traffic Analysis _____
Signs and Signals Plans_____	Lighting Plans _____
Scour Analysis <u>X</u>	Geotechnical Borings and Analysis _____
Utility Plans_____	Landscape Plans _____

2. Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at <https://www.scc.virginia.gov/default.aspx>. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the **City of Colonial Heights**. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.
3. The City of Colonial Heights will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
4. The method of payment for this contract will be cost plus fixed fee. This contract shall be performed and audited 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 overhead rate shall be established by an audit by a cognizant government agency or independent CPA firm. Subconsultant contracts may be lump sum if they are for \$2 Million or less, have a clearly defined scope of work, and will take 2 years or less to complete.

5. All firms submitting Expressions of Interest (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All architectural or engineering firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data along with a Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the Department within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. A sample Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at <http://www.virginiadot.org/business/gpmmps.asp>. Should any firm on the consultant team fail to submit the required audit data and certification within the 10 work days, negotiations may be terminated by the **City of Colonial Heights** and the next most qualified team invited to submit a proposal.
6. Records Exclusion from Public Disclosure: Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Inspector General of the City of Colonial Heights for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Inspector General as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Inspector General to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Inspector General, make a written request to the Inspector General of the Virginia Department of Transportation:
 - invoking such exclusion upon submission of the data or other materials for which protection is sought;
 - identifying with specificity the data or other materials for which protection is sought; and
 - stating the reasons why protection is necessary.

The Inspector General of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The **City of Colonial Heights** shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or **City of Colonial Heights** associated with such litigation. In no event shall the **City of Colonial Heights** or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the **City of Colonial Heights**, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General's Office, whether or not the Inspector General has determined that the requested exclusion from disclosure under FOIA is

necessary to protect the trade secrets or financial records of the private entity, and in no event shall the **City of Colonial Heights**, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

7. The **City of Colonial Heights** assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
8. The **City of Colonial Heights** does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
9. Any offeror who desires to protest the award of a contract shall submit such protest in writing to the Department no later than ten days after the announcement of the award. Public announcement of the award shall be posted on the Department's Business Center Internet site.
10. eVA Business-to-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal (<http://www.eva.state.va.us>), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution through either eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. For more detail information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: <http://www.eva.state.va.us>. All bidders or offerors must register in eVA; failure to register may result in the bid/proposal/expression of interest being rejected.
11. eVA Business-to-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal (<http://www.eva.state.va.us>), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution through either eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. For more detail information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: <http://www.eva.state.va.us>. All bidders or offerors must register in eVA; failure to register may result in the bid/proposal/expression of interest being rejected.
12. ***[Include the following when the required services include handling CII/SSI material, accessing Critical Infrastructure or performing services such as bridge/tunnel inspections]*** The required services will involve the handling of Critical Infrastructure Information/Sensitive Security

Information (CII/SSI) material. Firm(s) handling CII/SSI material will be required to sign non-disclosure agreements. Individuals with the firm(s) that handle CII/SSI material will be required to sign non-disclosure agreements. Once negotiations have been completed and prior to executing a contract, personnel handling CII/SSI material, visiting Critical Infrastructure (CI) facilities or performing bridge/tunnel inspections may be required to pass a fingerprint-based Criminal History Background Check (CHBC). An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the selection and offerors will be allowed to replace those individuals. However, if key personnel fail the fingerprint-based CHBC, the selection may be cancelled and negotiations begun with the next ranked offeror. VDOT reserves the right to conduct fingerprint-based CHBC on all employees of the prime consultant, on any employees of subconsultants or on any proposed replacements during the term of the contract who will be involved in this project. All costs associated with the fingerprint-based CHBC are the responsibility of the prime consultant. A VDOT issued photo-identification badge is required for each employee of the prime consultant or any subconsultant who will need access to VDOT CI facilities or who will be performing bridge/tunnel inspections. Based upon the results of the fingerprint-based CHBC, VDOT reserves the right to deny issuance of a VDOT security clearance or a VDOT issued photo-identification badge.

13. ***[Include the following wording when contract involves purchases of computer hardware, software, firmware, and other microprocessor based products]*** Year 2000 Compliant (and Enablement) Warranty: The consultant warrants that all software, firmware and hardware product(s) delivered to the < **Local Government** > under any agreement, and which is used in accordance with the product documentation provided by the consultant, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under the agreement discovered not to be Year 2000 compliant after acceptance shall be corrected by the consultant at no additional cost to the < **Local Government** >. Failure to correct the deficiency shall subject the consultant to default action.

[Include the following wording when contract involves a system and/or customized software which will be used in combination with Department owned product(s) or source(s) of data and which are identified in the solicitation] The consultant shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under the agreement or for correcting any previously owned VDOT products that are used in combination with the VDOT product(s). However, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the consultant shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.