



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703, Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing

CONTRACT: 9116NO0

SUBJECT: Consolidated Plan for Housing and Community Development

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

(703) 792-6770 METRO 631-1703 EXT 6770

And the Contractor:

JQUAD PLANNING GROUP
14683 MIDWAY ROAD, SUITE 210
ADDISON, TX 75001
Telephone: 972-458-0600
Facsimile: 972-458-0602

This Contract is entered into this 6th day of May, 2009, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified above for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

An Equal Opportunity Employer

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SECTION I
SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Using Department" for the purpose of this Contract shall mean Office Housing and Community Development.

"Contract Administrator" assigned to administer this Contract for the County is Bill Lake, Community Preservation and Development Manager.

"Contractor" shall mean:

JQUAD PLANNING GROUP
14683 MIDWAY ROAD, SUITE 210
ADDISON, TX 75001
Telephone: 972-458-0600
Facsimile: 972-458-0602

whose authorized representative is James Gilleylen, President, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Period

The term for this Contract shall be for one (1) year from date of execution.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Proposal entitled Consolidated Plan Technical Proposal and dated March 4, 2009, and best and final cost proposal dated April 16, 2009.
2. County's Solicitation number RFP090016 entitled Consolidated Housing and Community Development Plan and dated February 10, 2009.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: RFP090016. This Contract shall take precedence over all the documents referenced above.

I.4 Provision of Services

The Contractor hereby agrees to provide services to deliver a Consolidated Housing and Community Development Plan to the County as described herein and further outlined in Attachment A, Scope of Work. This Scope of Work shall take precedence over the documents set forth in Provision I.3, Incorporation of Documents, in the event of inconsistency.

I.5 Contract Amount

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor the total amount of \$61,710.00 in accordance with such formula for payments as set forth in Attachment B.

I.6 Method of Payment

The Contractor shall submit monthly invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite the Purchase Order Number, Contract Number and date of services or delivery of an end product.

The County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of each of the requested services as set forth in the payment schedule in Attachment B.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

Product	Delivery Date
Citizen Participation Plan	July 30, 2009
Housing and Community Development Needs Assessment	September 30, 2009
Consolidated Housing and Community Development Five-Year Strategy	November 30, 2009
Fiscal Year 2011 One-Year Action Plan	December 30, 2009

I.8 Reports

The Consultant shall submit bi-weekly written progress reports to the County. The reports shall begin when the project commences and end when the final report is presented. The reports shall indicate the current status of all phases of the project, any problems and projected resolution, and expected completion date.

I.9 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

- James Gilleylen, President, Project Manager
- Douglas Frederick, Senior Analyst, Assistant Project Manager

During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the

Contract Administrator within 5 calendar days after the occurrence of any these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.10 Inspection and Acceptance

All tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the deliverables are approved as acceptable by the Contract Administrator in writing. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the 10 days shall constitute a breach of the contract for which the Contractor may be held in default.

I.11 Insurance

The Contractor shall maintain insurance, in an amount and a form set forth in RFP090016.

I.12 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the

claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.13 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

II.15 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

JQUAD PLANNING GROUP

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____

ATTACHMENT A

SCOPE OF WORK

The Consolidated Plan is a HUD requirement for formula grant programs and is to be developed in accordance with 24 CFR Part 91. The formula programs included in the Consolidated Plan are Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) including the American Dream Downpayment Initiative (ADDI) and the Emergency Shelter Grant (ESG).

The County will request the Consultant assist with the development of a plan format that links One-Year Action Plan projects to the objectives and outcomes developed for the five-year strategy. By linking projects to objectives and outcomes, the County will be able to facilitate preparation of the Consolidated Annual Performance and Evaluation Report required by HUD. The Consultant will need to consider HUD's performance measurement system in developing the 5-year strategy.

Information on HUD's performance measurement system can be found via the following web link: <http://www.hud.gov/offices/cpd/about/performance/index.cfm>. Please be advised that the County has already developed strategies to incorporate HUD's performance measures. All activities are assigned the objectives and outcomes required by the performance measurement system. The following is a breakdown of how we approach and make these assignments based on National Objectives.

The following three **Objectives** incorporate the statutory objectives for the CDBG, HOME, ESG and HOPWA programs established in the Consolidated Plan regulations.

1. Creating Suitable Living Environments
2. Providing Decent, Affordable Housing
3. Creating Economic Opportunities

The following three **Outcomes** reflect what the County seeks to achieve by the funded activity. Our strategy associates the National Objectives to these Outcomes as follows:

1. Available/Accessibility – Applicable National Objectives – LMC, LMJ
2. Affordability – Applicable National Objectives – LMH
3. Sustainability – Applicable National Objectives – LMA, SBA, URG

The current Consolidated Plan used 2000 Census data; the Needs Assessment will still need some updating. For example, the housing market has changed significantly since 2002 so the Housing Market and Needs Assessment sections in the current plan will need to be updated. Also, the Non-Housing Community Development Needs Assessment in the current plan relied upon data from various documents and reports other than the 2000 Census data and will need to be updated. The Consultant shall incorporate these updates in the 2011-2016 Consolidated Plan.

In an effort to achieve consistency among the various Prince William County housing related programs, the Consolidated Plan will need to coordinate with the Public Housing Agency 5-Year Plan, the Continuum of Care Application, the Analysis of Impediments to Fair Housing, County's Comprehensive Plan and the 10-Year Plan to End Homelessness in Prince William County.

The Consultant shall coordinate with the Prince William County Office of Housing and Community Development in all phases of the Consolidated Plan process, including task related to initial document review, until HUD grants final approval of Prince William County's Consolidated Plan.

A.1 Citizen Participation Process: Forums

The Consultant shall conduct forums for community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and the disabled, business and economic development interests, and County and other governmental departments. The forums will serve as part of the consultation process required by HUD (see 24 CFR 91.100).

The following are tasks that the Consultant will be responsible for in conducting the forums:

- Conduct and facilitate eight (8) forums for community leaders and residents in order to assess needs and strategies for the Consolidated Plan.
- Develop agendas and topics to be discussed for each forum.
- Make all necessary copies of the agenda and any other handouts for the forums.
- Use the information collected during the forums and incorporate the information into the Consolidated Plan's needs assessment, strategic plan and other sections as appropriate.
- Write up summaries of each forum including, but not limited to, topics addressed, meeting notes, and attendees.

A.2 Citizen Participation Process: Develop the Citizen Participation Plan and Summary

The Consultant will not need to prepare a new Citizen Participation Plan for the 2011-2016 Consolidated Plan. Rather, the Consultant will update the existing Citizen Participation Plan, as needed, and develop a Citizen Participation Plan Summary.

The Citizen Participation Plan will describe opportunities for the public to be involved during the five-year Consolidated Plan cycle as required by HUD (see 24 CFR 91.105).

The Citizen Participation Plan Summary will include a discussion on how the public was involved in the development of the Consolidated Plan and Annual Action Plan such as through the community meetings, forums, resident survey, public comment period, public hearings, etc.

The following are tasks that the Consultant will be responsible for relative to developing the Citizen Participation Plan and Citizen Participation Summary:

- Revise the current Citizen Participation Plan and incorporate the updated plan into the Consolidated Plan.
- Develop a Citizen Participation Summary that describes how the public was involved in the development of the Consolidated Plan and Annual Action Plan. The Citizen Participation Summary must be included in the Consolidated Plan and Action Plan.

A.3 Housing and Community Development Needs Assessment

The Consultant will prepare the Housing and Community Development Needs Assessment in accordance with federal regulations as cited herein. This includes assessment of the County's housing and homeless needs [24 CFR 91.205] and non-housing community development [24 CFR 91.215(e)(1)] and preparation of a Housing Market Analysis [24 CFR 91.210]. The Consolidated Plan Regulations [24 Code of Federal Regulations Part 91] are to be followed.

The following are tasks that the Consultant will be responsible for in preparing the Housing and Community Development Assessment:

- Prepare the Housing and Community Development Needs Assessment in accordance with the Federal Regulations cited above.
- Prepare maps to illustrate low- and moderate-income areas, population by race and ethnicity, unemployment population, poverty population, and other maps as requested. These maps shall include both Prince William County and the cities of Manassas and Manassas Park. Incorporate these maps into the relevant sections of the Housing and Community Development Needs Assessment.
- Prepare the Housing and Community Development Needs Assessment with the most recent data available including, but not limited to, housing price data, public housing information, and homeless need data. The 2000 Census should only be used when other data is not available.
- Prepare the Housing and Community Development Needs Assessment so that it is reader friendly to the public. This will include charts, tables, and matrices where necessary to convey data so that relevant sections are clear and concise.

A.4 Housing and Community Development Five-Year Strategy

The Consultant will prepare the Housing and Community Development Five-Year Strategy, which sets priorities, objectives, outcomes, actions and benchmarks, and links strategy priorities, and outcomes to specific 2011 Annual Action Plan projects.

The following are tasks that the Consultant will be responsible for in preparing the Housing and Community Development Five-Year Strategy as required by the Consolidated Plan regulations [24 CFR 91.215]:

- The Consultant shall develop a format that will link current and future one-year action plan projects to the five-year strategy. Linking projects to the strategy will facilitate the tracking of projects and preparation of the Consolidated Annual Performance and Evaluation Report required by HUD.
- In developing the format, the Consultant must incorporate Performance Measurement data required by HUD.
- The Consultant shall review the County's Strategic Plan and other County/Cities strategic plans and include any relative information from these plans that may further articulate the institutional Structure and Coordination of the Urban County Program in implementing the priorities and objectives of the Consolidated Plan's Five-Year Strategy.
- The Consultant shall include the County's Fair Housing Strategy and Action Plan, as prepared by staff, in this portion of the Consolidated Plan document. The Consultant will format these documents to be consistent with the Consolidated Plan.
- The Consultant shall address all other requirements according to the Consolidated Plan regulations [24 CFR 91.215].

A.5 2011 One-Year Action Plan [24 CFR 91.220]

The Prince William County Office of Housing and Community Development staff will prepare most of the 2011 One-Year Annual Action Plan, including the proposed project pages, certifications and application forms. However, the following are tasks that the Consultant will be responsible for in preparing the 2011 One-Year Action Plan [24 CFR 91.220].

- The Consultant shall integrate the 2011 One-Year Action Plan into the 2011-2016 Consolidated Plan by editing the plan and ensuring that the formats are consistent.

- The Consultant shall produce computer-generated maps to indicate geographically, including by Supervisorial District and County/City wide, how the Prince William Urban County will direct assistance to low-income and minority concentrated areas during fiscal year 2011. These maps must be included in the 2011 One-Year Action Plan.

A.6 Format and Presentation

It is the County's intent that the draft and final 2011-2016 Consolidated Plan and 2011 Action Plan be available for viewing in two (2) separate formats, in printed form and on CD ROM. First, since the public, as well as technical staff, will view these documents, they must be of high quality, easily read and understood and include *Executive Summaries*. Second, the County is committed to addressing the need to access information via the computer and the Internet. Therefore, the document must be available on the Internet and on CD-ROM format.

The following are tasks that the Consultant will be responsible for in terms of Consolidated and One-year Action Plan formatting and presentation:

- The Consultant shall include Executive Summaries in both the Consolidated Plan and One-Year Action Plan that are easy to read and summarizes key information from each section of the documents.
- The Consultant shall develop the document to include graphs, charts, matrices, pictures, maps, tables or graphics to clearly convey information to the public as needed.
- The Consultant shall provide five (5) bound copies of all drafts submitted as well as a master copy of each document in Microsoft Word and/or Excel with all supporting files on CD-ROM disk. The County will have all ownership of all final products. This task must be completed by February 11, 2010.
- The Consultant shall provide ten (10) bound copies of each final document, as well as, a master copy of each document in Microsoft Word and/or Excel with all supporting files on CD-ROM disk. The County will have ownership of all final products. This task must be completed by February 11, 2010.
- The Consultant shall place the documents on a CD-ROM disk in two (2) formatted versions, the first as Web Pages in Hyper Text Mark-up Language (HTML) and the second in Adobe Portable Document Format (PDF) allowing the finished document to be posted on the County's Internet Web Site in either of the established formats. This task must be completed by February 11, 2010.

A.7 Project Scheduling, Technical Consultation, and Support During the Consolidated Plan Approval Process

The County has scheduled a twelve-month timeframe for the research, development and approval of the Consolidated Plan. Based on this timeframe, development of the Consolidated Plan will require a high degree of advanced planning, coordination, and the development and adherence to an accurate and precise planning schedule. The Consultant shall provide the following to meet the requirements of project scheduling, technical consultation and support:

The Consultant shall prepare a detailed schedule of performance that will encompass all phases of the Consolidated Plan development including research, citizen participation, development, and the submission and approval process. The schedule must be submitted to the County by June 15, 2009, and include, but not be limited to, the following elements:

- A pre-development meeting to introduce staff, review the contract, establish responsibilities, and coordinate contract start-up;
- Two (2) monthly meetings with County staff during the first three (3) months of the Consolidated Plan development to discuss, coordinate and oversee the initial stages of the project;

- One meeting per month with County staff for the balance of the contract with the option of more meetings to be scheduled as needed during the Consolidated Plan development to coordinate and oversee the final phases of the project;
- A listing of a minimum of eight (8) forums to obtain input as described above;
- The establishment of target dates for completion of all the specific work requirements described herein;
- The establishment of target dates for preliminary, rough and final draft Consolidated Plan product submission; and
- Projected dates for final Consolidated Plan document review by staff and executive management, as well as public review and comment and final Board of Supervisor review and approval.

The Consultant shall ensure that the final Consolidated Plan meets all the requirements included in HUD's Guide for Review of the Consolidated Plan.

ATTACHMENT B

PAYMENT SCHEDULE

The total cost to develop the 2010—2015 Consolidated Plan for Prince William County is \$61,710. This cost reflects approximately 726 labor hours of effort at \$85.00 per hour. This is a firm fixed price and inclusive of administrative overhead, travel and report production costs, including three copies of the final report and a CD with digital files.

The Contractor shall submit monthly invoices for work completed during the preceding 30 days. Each invoice will identify the task and number of hours completed based on the cost allocation chart below.

Consolidated Plan Task	Hours	Cost
Kickoff Meeting/Strategic Planning Session/Data Collection (based on 10 monthly meetings and public hearing)	96	\$8,160
Citizen Participation Plan/Consulting Public Private Agencies (based on conducting 9 forums and survey process)	150	\$11,900
Homeless and Housing Needs and Market Analysis	150	\$10,200
Five-Year Strategic Plan	120	\$10,200
One-Year Action Plan, Draft Plan and Consolidated Plan and County Staff Review	130	\$11,050
Final Consolidated Plan and Presentations	80	\$6,800
Total Cost	726	\$61,710