

# CITY OF BRISTOL, VIRGINIA



Request for Proposals (RFP)  
Consulting Services

*Feasibility Study/Pre-Engineering Plan*  
*Mendota Trail to Downtown Bristol Connector*

Issue Date: January 13, 2025

**Due Date: February 12, 2025 - 2:00PM**

RFP# CD-25-001

DEPARTMENT OF COMMUNITY DEVELOPMENT  
CITY OF BRISTOL, VIRGINIA  
300 LEE STREET  
BRISTOL, VA 24201  
276-645-7473

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## **INTRODUCTION AND OBJECTIVES**

The City of Bristol, VA (the City) recently received grant funding from a Virginia Tobacco Grant, the Appalachian Regional Commission (which is considered a quasi-federal entity of the federal government and 13 state governments), and other private sources to obtain outside professional services from qualified and experienced firms/consultants in order to provide a comprehensive Feasibility Study/Pre-Engineering Plan to facilitate a multi-modal connection between the Mendota Trail at the I-81 underpass at Island Road to downtown Bristol.

The Mendota Trail is a 12.5-mile hiking and biking recreational corridor, spanning tranquil countryside and forests on gentle grades between the City and Mendota in Washington County, Virginia. All trestlework has been completed and the trail is 100% open to visitors. The City proposes to develop a comprehensive Feasibility Study/Pre-engineering Plan to connect the Bristol Trailhead of the Mendota Trail to downtown Bristol, which totals a distance of approximately 2.7-miles. This Plan will include pinpointing and securing right-of-way, identifying a phasing and funding strategy for implementation, and consideration of variable connection types and locations.

The City is located within the Appalachian Mountains in southwestern Virginia on the border between Virginia and Tennessee. The City is home to nearly 17,000 residents and is just under 13.5 square miles in area. Bristol is part of the greater Tri-Cities metropolitan region, comprised of Bristol VA/TN, Johnson City TN and Kingsport TN. Interstate I-81 serves the City with four interchanges, which link it to Knoxville, Atlanta, other major southern cities, as well as to the northeastern United States.

The City has many community assets to recommend it as a “Good Place to Live” including a thriving downtown district, events and festivals, and the Birthplace of Country Music Museum, which showcases the City’s country music heritage. The City also features a brand-new Hard Rock Casino, boutique hotels, historic architecture, and a historic train station that the City hopes will one day again serve as an Amtrak passenger station.

Currently, pedestrian/bicycle access to the trailhead is considered unsafe due to high vehicular speeds and substandard roadway curvature, along with a lack of a dedicated pedestrian/bicycle pathway. The proposed Bristol Connector would greatly improve access to the trail; however, the Pittstown Road intersection with the railbed will require improvements to accommodate a trail crossing. More specifically, in order for the Pittstown Road trail crossing to provide access to the future Bristol Connector, roadway geometry upgrades must be incorporated into the project to improve line of sight and safety for all road users (motorists, pedestrians and cyclists).

Development of this greenway connector is a regional priority for Mendota Trail stakeholders, public officials, and tourism enthusiasts. Expansion of the trail will increase its usage and associated benefits. Safe access for pedestrians and cyclists to downtown Bristol from the Trailhead will drive economic development opportunities for new and existing businesses that will thrive under expanded regional revitalization. The trail’s close proximity to the greater population center of the City will promote greater well-being and healthier lifestyles for both residents and visitors, increase property values, and will attract new businesses and a younger workforce to the City.

## **CALENDER OF EVENTS**

Issuance Date	01/13/2025
Inquiries Deadline	01/31/2025
Addendum Release	N/A
Due Date	02/12/2025 – 2:00 p.m.
Interviews	TBD
Board Review	TBD
Award Notification	TBD

## **SCOPE OF SERVICE**

The City is seeking one qualified consultant to develop a Feasibility Study/Pre-engineering Plan to outline a high-level, actionable plan for the purpose of identifying the optimum route for a greenway connector between the Mendota Trail and Downtown Bristol. This plan will prioritize the connector into phased segments with established timelines for future construction. The Study will also supply approximated implementation costs which accordingly address associated project costs to support future funding requests for implementation.

Additional objectives for the Feasibility Study/Pre-engineering Plan include project management, an existing conditions analysis, concept development, as well as engagement with the community, stakeholders, and landowners. This Plan will identify trail alternatives, preliminary engineering needs, and the specific costs for implementation of the necessary steps to address design standards and road crossing issues. The Plan will require professional engineering components which manage safety concerns and critical infrastructure improvements.

Activities of the consultant shall include, but not necessarily be limited to, the following:

- A) EXISTING CONDITIONS ANALYSIS** – Consultant will be assisted by City staff to conduct:
1. An existing conditions analysis including the following:
    - Land ownership and existing land use
    - Easements or ROW
    - Floodplain
    - Aerial imagery
    - Topography
    - Hydrology
    - Existing and proposed active transportation infrastructure (greenways, sidewalks, other bicycle facilities) and other planned transportation projects
    - Known major utilities
    - Public Lands
    - Known environmental conditions and sensitive areas (i.e., brownfield sites)
    - Transportation (roads, railroads, etc.)
    - Anticipated maintenance needs of the City to sustain the Connector and related costs

2. A Site Inventory – Consultant will survey potential Connector sectors for:

- Ground truthing and field work
- Photo Inventory
- Site observations
- Opportunities and constraints of project study area

## **B) CONCEPT DEVELOPMENT**

1. Develop Trail Alternatives – Consultant will work with City staff including Engineering, Planning, Public Works and the Metropolitan Planning Organization, to perform the following:

- Develop trail alignments based on desktop work and field assessment
- Assess logical termination points within each alignment that connects to existing or planned active transportation infrastructure
- Develop preliminary trail cross-sections that indicate the trail’s relationship with adjacent topography, roadways, private property, utilities, and other corridor features

2. Trail Alternatives Evaluation - Develop an evaluation methodology to analyze and rank alternative trail alignments. This will identify a preferred alignment for the corridor. This could include the following criteria:

- Safety and Liability
- Environmental Permitting
- Relative cost
- Ease of Implementation
- Private property impacts

## **C) PUBLIC ENGAGEMENT**

1. Community, Stakeholder, and Landowner Engagement

- Host community open houses
- Conduct small group or one-on-one stakeholder interviews
- Conduct interviews or partnership capacity building sessions with the following groups and public bodies:
  - City staff
  - VDOT/MPO and or TDOT/Bristol TN staff (if Connector ends in TN)
  - Others to include but not limited to: BVU, Mt. Rogers Planning District Commission, Believe in Bristol Main Street program, Food City, Explore Bristol, Bristol Chamber of Commerce, Virginia Tourism Corporation, known donors for potential path right of ways, etc.

- Hold one-on-one landowner meetings with key property owners to explain the project, share benefits and the big picture, and hear any concerns and opportunities from the landowner. Examples of key property owners may include the Euclid Avenue Shopping Center, Dominion Carton, or Shearer's Foods. These could change based on proposed route.

## D) PREFERRED CONCEPT

1. Alignment Mapping and Graphics – proposal should include graphics of the preferred trail alignment for the following:
  - Based on the results of the alternatives evaluations, identify a preferred trail alignment on an illustrative map
  - Include conceivable locations for amenities, access points, nearby vehicle parking, and trailheads
  - The preferred alignment may consist of segments from various preliminary alignments
2. Order of Magnitude Cost Estimate - Provide order of magnitude cost estimates of the preferred alignment, itemized by planning, environmental documentation, design, engineering, and construction. This should be broken into phasing/prioritization segments and take cost projections into account.

## E) IMPLEMENTATION PLAN

1. Trail Segment Prioritization - Prioritize the trail into segments/phases that can be built over an established time frame (i.e., 5- to 10-years). Each segment will include project description, location, project limits, length, types and other supplemental information drawn from earlier tasks. **Two possible Connector end points to be considered are Cumberland Square Park at the intersection of Cumberland and Moore Streets, and the Bristol Visitor Center located at the intersection of Anderson Street and Volunteer Parkway (currently under construction).** Accompanying each segment will be a map which shows the locations of each segment.
2. Financing and Regulatory Review
  - Develop a strategy with recommendations for implementation based on priority segments identified above
  - Develop engineering and construction costs related to each segment/phase of Connector
  - Explore and identify various funding options available for building the trail within the associated timeline
  - Align local development regulations, plans, and other relevant documents with the preferred alignment sections

## **OTHER INFORMATION**

### **A) DRAFT AND FINAL FEASIBILITY/PRE-ENGINEERING REPORT**

1. Assemble a graphically rich Draft Feasibility Study/Pre-Engineering Report that includes charts, tables, maps, and graphics, along with narrative. The report will include all task work to date as well as the following:
  - An Executive Summary
  - Trail Design Guidelines and Standards
  - Design standards which define surface types and treadway design, widths, shoulders, uses, geometric considerations, drainage, road crossing issues, trail amenities, wayfinding signage framework, etc.
  - Amenity Guidelines and Standards
  - Location of and standards for trailheads and waysides, including sample layouts
  - Guidance regarding conceivable locations for multimodal access, provision of amenities such as water, security, landscaping, bike stands, placements of interpretive and wayfinding signage, trash and recycling bins, etc.
  - Summary of Public, Stakeholder, and Landowner Engagement
  
2. Final Document and Presentation to City staff and Stakeholders – The Consultant will provide a final presentation to the City along with the following:
  - one (1) electronic copy of the Plan and an Executive Summary
  - one (1) electronic copy of the PowerPoint presentation
  - one (1) electronic copy of any GIS shape files and maps and other presentation materials.

### **B) OPTIONAL ENHANCED COMMUNITY ENGAGEMENT ACTIVITIES TO INCLUDE THE DEVELOPMENT OF PUBLIC ENGAGEMENT TOOLS**

1. These following are optional components that can be added to required proposal components:
  - Create an interactive website and provide content
  - Create an online interactive Community Input Map to gather location-specific public comments
  - Host pop-up booths to receive community input at other community events
  - Develop 2D and 3D graphics to illustrate the vision for the future rail
  - Conduct guided rides/walking tour

## **SUBMITTAL REQUIREMENTS**

The Offeror will submit:

- One original and four copies of the sealed proposal must be mailed to or hand-delivered to **ATTN: Adam Timbs, City of Bristol, VA, 300 Lee Street, Bristol, VA 24201.**  
**The outside envelope must be labeled with the RFP Title and number.**
- The City of Bristol requires one original and four paper copies of the sealed proposal. Those wishing to submit electronically may do so via the eVA procurement platform while also submitting the required paper copies to the City by the due date.
- Proposals are due by 2:00 p.m. EST, Wednesday, February 12, 2025. The submittal shall be no longer than **15 pages** and shall include the information outlined in the General Requirements section.

It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposals prior to the closing time set for receipt of proposal. No proposal received after the time designated shall be considered. The Officer or Agent, whose duty it is to accept the proposals, will decide when the specified time has arrived.

## **GENERAL REQUIREMENTS**

The proposal should include:

1. Statement of Interest - Provide a statement that indicates why the firm is interested in contracting with the City to provide a Feasibility Study/Pre-Engineering Plan for the Mendota Trail to downtown Bristol Connector. The City will also consider a team of consultants who wish to work together to complete activities of this RFP under one contract – this intention should be included in the Statement of Interest.
2. Qualifications of individuals to be assigned direct responsibility for the services
3. Experience and Capacity - the Proposal shall include a description of the firm's experience and capacity in providing the services as described herein including:
  - Consultant's understanding and technical approach to the project
  - Consultant's ability to meet project deliverables within a fast-track timeframe
  - Pertinent experience and qualifications of the project team
  - Experience in successful metropolitan trail/greenway projects
4. Proposed Technical Approach and Understanding of Scope of Work - the Proposal shall include a description of the approach the firm will take to complete the scope of work described herein. Include a description of the specific tasks that will be provided by your firm and the timing of how your firm proposes to undertake the work, particularly within the timeframe stated on Page 9 of this RFP.
5. Conflict of Interest - please disclose any potential conflicts of interest

6. A description of related experience providing the name, address, and phone numbers of **three** references
7. Completion and signature of the following forms found in Appendix B:
  - Proposal Submission Form
  - Proof of Authority to Transact Business in Virginia Form
  - State Corporation Commission (SCC) Form
  - Certification Regarding Debarment Form

### **EVALUATION CRITERIA**

Responses will be evaluated by the Review Committee based on the following criteria:

- Staff experience and ability to complete the work - 30 points
- Demonstrated experience and quality of prior projects - 30 points
- Technical approach and understanding of the scope of work - 30 points
- Overall responsiveness to the terms and conditions set forth herein -10 points

Prior to award, the City may request an oral presentation of the submitted proposal. The request for an oral presentation shall in no way constitute acceptance or imply that an agreement is pending. The City reserves the right to award this opportunity based on the initial Proposal response without oral presentations.

### **QUESTIONS REGARDING PROPOSAL**

If any respective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the department which is named on the face of the solicitation no later than ten (10) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City. Questions should be submitted in writing to Adam Timbs, Procurement Specialist, by email to [Adam.Timbs@bristolva.org](mailto:Adam.Timbs@bristolva.org).

### **PROPRIETARY INFORMATION**

If your proposal contains proprietary information, it must be clearly stated on a separate cover explaining which sections are proprietary and why. Additionally, each page/selection must be clearly marked as to what is proprietary information.

### **TERM**

The City anticipates that this project will take approximately eight to ten months to complete – proposal should reflect this timeline or explain if more or less time is needed.

## GENERAL TERMS AND CONDITIONS

### DEFINITIONS

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated:

**Offeror/Bidder:** One who submits a response to this solicitation.

**City:** The term “City” shall mean the City which is the City of Bristol, Virginia through the governing body or other agent with authority to execute the contract for the City. The City’s agent is the official with the authority to sign the contract on behalf of the City.

**Contractor:** The person, firm, or corporation with whom the City has entered into a contractual agreement as a result of this solicitation.

**Subcontractor:** An individual, partnership, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

### VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under “I Sell To Virginia”.

### APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### ANTI-DISCRIMINATION

By submitting their proposals, contractors certify to the City of Bristol, Virginia (“City”) that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to

the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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.
- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract.
- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, contractors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their proposal, and 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 nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the City, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and/or services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### DEBARMENT STATUS

By participating in this procurement, the contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. The contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a contractor is created or used for the purpose of circumventing a debarment decision against another contractor, the non-debarred contractor will be debarred for the same time period as the debarred contractor.

#### ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of 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 and/or services purchased or acquired by the City under said contract.

#### MANDATORY USE OF FORMS

Failure to submit a bid or proposal on the form provided for that purpose shall be a cause for rejection of the bid or proposal. Modification of, or additions to any portion of the Request for Proposal, may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the contractor withdraw or modify nonresponsive portions of a bid or proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

#### CLARIFICATION OF TERMS

If any prospective contractor has questions about the specifications or other solicitation documents, the prospective contractor should contact the buyer whose contact information appears in the solicitation no later than ten working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## PAYMENT

### 1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the City shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.24363)

### 2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the City, a contractor awarded a contract under this solicitation is hereby obligated:
  - i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - ii. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - iii. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the City, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the City, or other appropriate penalties may be assessed in lieu of withholding such payment.

#### PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

#### QUALIFICATIONS OF CONTRACTOR

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods and the contractor shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The City further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, a contractor fails to satisfy the City that the contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

#### TESTING AND INSPECTION

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

#### ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

#### RECORDS RETENTION

Contractors agree to retain all books, records, and other documents relative to contracts for five (5) years following the expiration of the contract or until audited, whichever is greater. However, if any audit claim, litigation, negotiation or other action involving the records has been started as a result of the audit or before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which may arise. The City, its authorized

representatives, and/or State and Federal auditors shall have full access to and the right to examine any of said materials during said period. Contractors are responsible for all costs associated with the retention of the books, records and other documents.

### CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the Disputes provisions of the Commonwealth of

Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

#### DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies available to the City.

#### WARRANTY

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of the solicitation. A copy of this warranty should be furnished with the bid. The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

#### INSURANCE

The City must be listed as a Certificate Holder when contracted work might result in injury or property damage. By signing and submitting a proposal under this solicitation, the contractor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and certifies it will immediately add the City as a Certificate Holder as listed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

#### MINIMUM INSURANCE COVERAGES AND LIMITS:

1. **Workers Compensation** – Statutory requirements and benefits; must provide a Certificate of Insurance showing proof of coverage. Coverage is compulsory for employees of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability** - \$100,000.
3. **Commercial General Liability** - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and

advertising injury, products and completed operations coverage. The City shall be added as an additional insured to the policy by an endorsement. The contractor shall be totally responsible for damages to the premises including crane and truck operations on sidewalks, pavement and or grass.

4. **Automobile Liability** - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor must assure that the required coverage is maintained by the contractor or third-party owner of such motor vehicle.)

**Profession/Service**

**Limits**

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

**ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice for a minimum of 10 days.

**DRUG-FREE WORKPLACE**

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 of over

\$10,000, so that the provisions will be binding upon each subcontractor or vendor. from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

#### NONDISCRIMINATION OF CONTRACTORS

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

#### AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent that the City has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

#### AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor 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 business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any contractor 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the contractor is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of contractor's statement describing why the contractor was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the contractor as demonstrating compliance.

## **SPECIAL TERMS AND CONDITIONS**

### **AWARD**

Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, negotiations shall be conducted, beginning with the offeror ranked first on the basis of the evaluation criteria included in the Request for Proposals. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the City, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror's proposal as negotiated.

### **PROPOSAL ACCEPTANCE PERIOD**

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90-day period, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

### **CANCELLATION OF CONTRACT**

The City may cancel the contract without penalty when it is determined to be in the best interest of the City (termination for the convenience of the City). Any contract cancellation notice shall not relieve the offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

## TERMS AND CONDITIONS USED FOR FEDERAL AWARDS

### EQUAL EMPLOYMENT OPPORTUNITY

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Contract.
  - b. The contractor will accept as its operating policy the following statement:  
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the Contracting Officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
  - b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

## 6. **Training and Promotion**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23U.S.C. 140(a).

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans

with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA. The records kept by the Contractor shall document the following:

- a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

- d. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects. The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1.b(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination.
  1. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
    - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - ii. The classification is utilized in the area by the construction industry; and
    - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  2. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the

recommendation of the Contracting Officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

3. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b(2) or 1.b(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
2. **Withholding:** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the contracting agency may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1.b of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1.b of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  
- b. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- c. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  - i. That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
  - iv. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b of this section.
  - v. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- d. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the Contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer

be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as

promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements:** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts:** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements:** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts I, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards:** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general Disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility:**
  - a. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 u.s.c. 1001.

### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

### RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or subrecipient must comply with the requirements of 37 CFR Par 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### CLEAN AIR ACT

Contracts in excess of \$150,000 must contain a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

### DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award will not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive orders 12549 (3 CFR part 1986 Comp. p.189) and 12689 (3 CFR part 1989 Comp. p.235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered

by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award will be disclosed.

#### 2 CFR § 200.322 DOMESTIC PREFERENCE FOR PROCUREMENTS

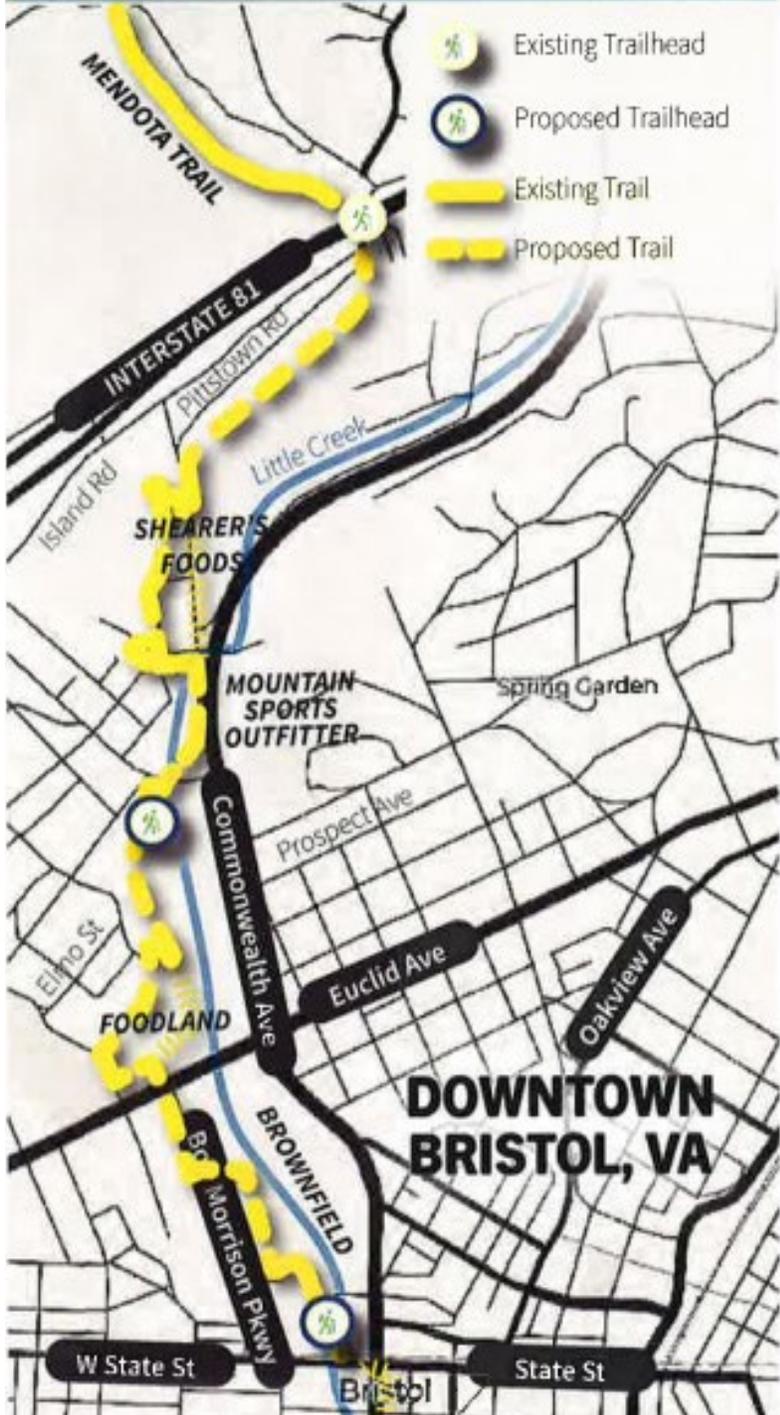
As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cements, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

1. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

APPENDIX A  
Site maps and pictures

# THE MENDOTA TRAIL BRISTOL DOWNTOWN CONNECTOR



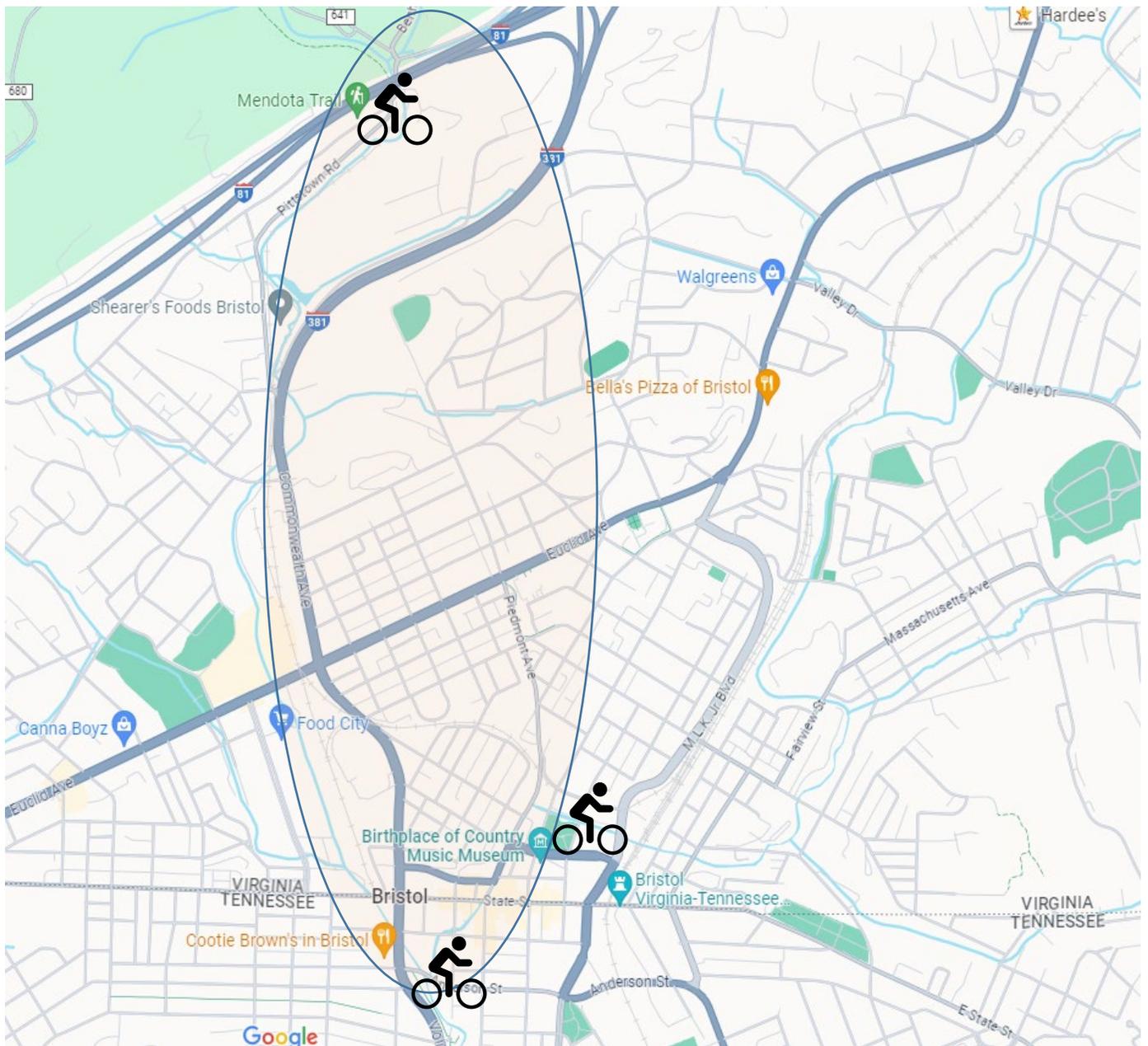
(rendering of suggested

Connector location, page 36, Mendota Trail Master Plan)

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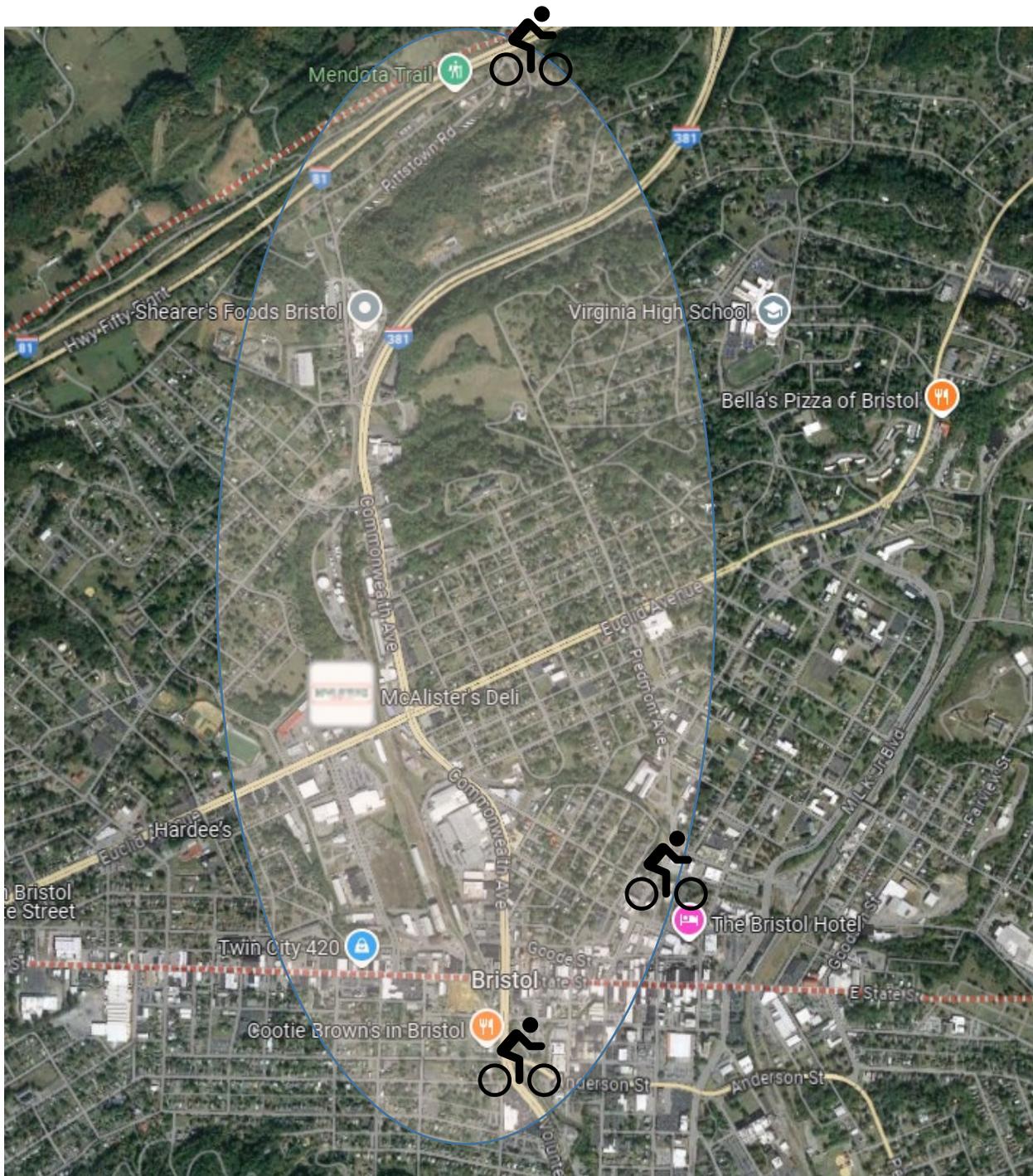
## Street View

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Image  
View



## APPENDIX B

### Submission Forms



# CITY OF BRISTOL, VIRGINIA

Office of the Purchasing Manager  
 Attn. Adam Timbs  
 300 Lee Street, Bristol, VA 24201

## *Feasibility Study/Pre-Engineering Plan Mendota Trail to Downtown Bristol Connector Consulting Services*

### PROPOSAL SUBMISSION FORM

THE FIRM OF: \_\_\_\_\_

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

FEIN \_\_\_\_\_

Hereby proposes to provide the requested services as defined herein.

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as non-responsive. I have ensured that I have received and acknowledged any and all Addenda.

A. Return the following with your proposal. If Consultant fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (6.18)	_____
2. Certificate of Insurance (6.19)	_____
3. Addenda, if any (Informality) (6.3 & 6.10)	_____
4. One (1) original and four (4) copies (6.1H)	_____
5. Firm Data Sheet (5.7 & Attachment 3)	_____
6. Certification Regarding Debarment Forms (6.16 & Attachment 4)	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the Consultant to ensure that it has received all addenda and to include signed copies with their proposal (6.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any (6.2 & 6.3)	_____
2. Payment Terms Other	_____ Net 30 or _____
3. Proof of Authority to Transact Business in Virginia Form (Page 33)	_____
4. Response to RFP Section (5.3) (one original and four copies)	_____

Person to contact regarding this proposal: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Name and title of person authorized to bind the Firm (7.5):

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

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

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and has resolved any questions and discrepancies to their satisfaction.



# CITY OF BRISTOL, VIRGINIA

Office of the Purchasing Management  
300 Lee Street, Bristol, VA 24201

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

*THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL.*

*FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL*

Pursuant to Virginia Code §2.2-4311.2, a bidder/Consultant organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/Consultant 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 bid or proposal a statement describing why the Consultant is not required to be so authorized. Any bidder/Consultant described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. If this bid/proposal for goods or services is accepted by the City of Bristol, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.  
**PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

- A. \_\_\_\_\_ Bidder/Consultant is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/Consultant's Identification Number issued to it by the SCC is \_\_\_\_\_
- B. \_\_\_\_\_ Bidder/Consultant is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/Consultant's Identification Number issued to it by the SCC is \_\_\_\_\_
- C. \_\_\_\_\_ Bidder/Consultant does not have an Identification Number issued to it by the SCC and such bidder/Consultant is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/Consultant is not required to be authorized to transact business in Virginia.

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

\_\_\_\_\_  
Legal Name of Bidder/Consultant

\_\_\_\_\_  
Date

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

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

SCC Form**Virginia State Corporation Commission (SCC) Registration Information****The bidder:** *(Please check one of the following)*

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

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

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

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

**\*\*NOTE\*\*** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

**CERTIFICATION REGARDING DEBARMENT**  
**PRIMARY COVERED TRANSACTIONS**  
**(To be completed by a Prime Consultant)**

Project:

---

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

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Signature

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Date

---

Title

---

Name of Firm

**CERTIFICATION REGARDING DEBARMENT**  
**LOWER TIER COVERED TRANSACTIONS**  
**(To be completed by a Sub-consultant)**

Project: \_\_\_\_\_

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

\_\_\_\_\_  
Signature                      Date                      Title

\_\_\_\_\_  
Name of Firm