



**CITY OF ROANOKE, VIRGINIA**

**REQUEST FOR PROPOSAL**  
Professional Services

**FOR**

**Construction Materials Testing for  
Franklin Road Bridge Reconstruction**

**RFP NUMBER 17-06-02**

**OPENING DATE: January 11, 2017**

**OPENING TIME: 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing). If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or [purchasing@roanokeva.gov](mailto:purchasing@roanokeva.gov).

**THIS PUBLIC BODY DOES NOT DISCRIMINATE  
AGAINST FAITH-BASED ORGANIZATIONS**

**DATE of RFP: December 16, 2016**

REQUEST FOR PROPOSAL (RFP)

RFP No. 17-06-02  
Issue Date: December 16, 2016  
Commodity Code: 91842

Title: Construction Materials Testing for Franklin Road Bridge Reconstruction

Issued By: **City of Roanoke**  
**Purchasing Division**  
**Noel C. Taylor Municipal Building**  
**215 Church Ave., SW, Room 202**  
**Roanoke, VA 24011-1517**  
**Phone (540) 853-2871**  
**FAX (540) 853-1513**  
**Email: [Monica.Cole@roanokeva.gov](mailto:Monica.Cole@roanokeva.gov)**

For: **City of Roanoke**  
**Engineering Division**  
**Noel C. Taylor Municipal Building**  
**215 Church Ave., SW, Room 350**  
**Roanoke, VA 24011**  
**Phone (540) 853-2731**  
**FAX (540) 853-1364**  
**Email: [luke.pugh@roanokeva.gov](mailto:luke.pugh@roanokeva.gov)**

Sealed proposals will be received on or before 2:00 P.M., January 11, 2017 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m., Wednesday, January 4, 2017. If necessary, an addendum will be issued in the form of a facsimile and posted to the City website on the Current Bids/RFP Requests tab at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing) and on the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov>.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

**Legal Name and Address of Firm:**

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

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

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

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_ Business License# \_\_\_\_\_

Virginia State Corporation Commission Identification Number: \_\_\_\_\_

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CITY OF ROANOKE, VIRGINIA  
REQUEST FOR PROPOSAL  
FOR

Construction Materials Testing for  
Franklin Road Bridge Reconstruction

**RFP NUMBER 17-06-02**

**INTRODUCTION**

The City of Roanoke, Virginia, is seeking proposals and qualifications from Offerors to provide Construction Materials Testing in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 853-2871. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing). If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or [Monica.Cole@roanokeva.gov](mailto:Monica.Cole@roanokeva.gov).

The Project and the work, services, and materials for such Project are subject to a Virginia Department of Transportation (VDOT or Department) Programmatic Project Administration Agreement dated September 9, 2013, between VDOT and the City and Extension Addendum, Revenue Sharing Projects dated May 31, 2016 (VDOT Agreement or Department Agreement), and various VDOT, local, State and/or Federal terms and provisions as set forth therein or referred to therein and in the bid documents and/or any resultant contract documents.

The offeror shall have a minimum of ten (10) years of experience in construction materials testing in accordance with the Virginia Department of Transportation specifications. Offeror shall utilize a professional engineer registered in the State of Virginia to supervise the creation of all documents.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on Wednesday, January 11, 2017 in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original**, marked as such and four (4) **copies**, marked as **such**, must be appropriately signed by an authorized representative of the Offeror, and

must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "**Construction Materials Testing for Franklin Road Bridge Reconstruction, RFP No. 17-06-02**" and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The City of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Inquiries regarding this RFP, procurement procedures and/or proposal submission should be directed to Monica Cole, Purchasing Supervisor, at (540) 853-2871. This RFP consists of this Introduction, nine (9) numbered sections, and the attachments hereto.

**If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at (540) 853-5268, by fax at (540) 853-1513, or by email at [monica.cole@roanokeva.gov](mailto:monica.cole@roanokeva.gov).**

Respectfully,

Monica Cole, Purchasing Supervisor

Date: December 16, 2016

City of Roanoke, Virginia  
Request for Proposal No. 17-06-02

**Construction Materials Testing for  
Franklin Road Bridge Reconstruction**

**SECTION 1. PURPOSE.**

The purpose of this Request for Proposal (RFP) is the procurement of construction materials testing services for the Franklin Road Bridge Reconstruction Project consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

**SECTION 2. BACKGROUND.**

Background Information for Offerors: The Franklin Road Bridge over NS Railway, located in Southwest Roanoke, is one of the top priorities within the City's Capital Improvement Projects List. The City has entered into a contract with Allegheny Construction Company, Inc. for the complete replacement of the bridge within a 2 year period. Demolition activities associated with the bridge are to start in early January 2017. Most of the material testing will start around late Spring/early Summer of 2017.

The new bridge superstructure is a redundant steel plate girder system with cast in place concrete deck. The superstructure will be supported by two concrete abutments and four concrete piers. Abutments will be supported by driven steel H piles while the piers are supported by drilled shafts. Franklin Road Bridge Plans are attached hereto for informational purposes for Bidders convenience in understanding materials subject to testing services (Attachment B).

**SECTION 3. INSTRUCTIONS TO OFFERORS.**

- A. Proposals must be submitted in accordance with the instructions and requirements Contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Monica Cole at (540) 853-5268.
- B. Until such time that an award is published, direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.
- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of

their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel.
2. Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment C)
3. Financial condition of the firm and ability to perform all obligations of any resultant contract.
4. The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP. (See Attachment C)
5. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment C)
6. Experience in providing the services and/or items requested by this RFP. (See Attachment C)
7. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
8. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the Offeror.

9. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
  10. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment C)
  11. The conditions, if any, of the proposal. (See Attachment C)
- D. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contact, and phone number. (See Attachment C)
  - E. The proposal should be no more than 30 sheets (printing on back and front is acceptable) in length. Also include any other materials you may want to submit as part of your proposal response.
  - F. Responses to this RFP must be in the prescribed format. Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the City must respond to a Freedom of Information Act request. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.
  - G. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
  - H. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
  - I. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
  - J. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
  - K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its

proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

- L. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

#### **SECTION 4. MISCELLANEOUS.**

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. Addenda will be posted on Vendor Self Service

(VSS) at <https://VSS.roanokeva.gov> as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing). **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City.**

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- N. Insurance Requirements:  
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have.

### **SECTION 5. PROTESTS.**

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

### **SECTION 6. SERVICES AND/OR ITEMS REQUIRED.**

**A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth in this RFP, below, referred to in any way in the sample contract, in any terms and conditions, and/or in any attachments to this RFP.**

**Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the successful Offeror, and final approval by the City.**

Such services will include, but are not necessarily limited to, the following:

- a. Concrete testing
- b. Compaction testing
- c. Material classification
- d. Structural steel inspections (assembly to include field bolted connection)
- e. Asphalt testing
- f. Any other methods or techniques deemed appropriate

## **SECTION 7. EVALUATION CRITERIA.**

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The City of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- C. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract.
- D. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- E. The quality of Offeror's performance in comparable and/or similar projects.
- F. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.
- G. Offeror's willingness to accept the City's sample contract.

## **SECTION 8. SELECTION PROCESS.**

- A. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Offeror will be as follows:
  - 1. The City Manager, or City Manager's designee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing

Offerors shall not be disclosed to the public or competitors, except as may be required by law.

2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
  3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, 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. 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.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

## **SECTION 9. INFORMATION ON CONTRACT TO BE AWARDED.**

The Sample Contract marked as Attachment A to RFP # 17-06-02 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any

changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

**END**

**ATTACHMENT A  
TO RFP No. 17-06-02**

**CITY OF ROANOKE, VIRGINIA  
CONTRACT FOR CONSULTANT SERVICES**

This Contract, made at Roanoke, Virginia, on \_\_\_\_\_, 20\_\_\_\_, by and between the City of Roanoke, Virginia (hereinafter referred to as the "City" or "Owner"), and \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Consultant").

**W I T N E S S E T H:**

NOW THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Contract and the Respective Covenants contained herein, IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

**SECTION 1. PROJECT.**

The term Project as used in this Contract refers to the following:

- General Project Description
- Special Features
- Purpose of the Project

**SECTION 2. CONSULTANT SERVICES.**

Consultant shall provide the following professional services together with the preparation of Project plans, design drawings and specifications for the orderly development of the Project:

**A. SCOPE OF SERVICES.**

The Consultant shall commence, carry on, and complete the Project with all dispatch in a sound, economical, and efficient manner, in accordance with the provisions hereof and all applicable laws. In accomplishing the Project, the Consultant shall take reasonable professional efforts to ensure that the work involved is properly coordinated with any related work being carried on by the City or by other City employees, consultants, representatives, or attorneys.

**[Insert Detailed Scope of Services for the Project]**

1. A detailed Scope of Services for the Project is attached as Exhibit \_

2. The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract. Any changes requiring any increase in the Contract sum shall be subject to the verification of funding by the City's finance department and approval by the City.

**B. PROJECT SCHEDULE.**

1. The Owner and the Consultant agree that time is of the essence and that delays in the physical inspections or inspection reporting may significantly impact the feasibility and/or cost of the Project.
2. Consultant shall complete the work identified in the attached Scope of Services with a \_\_\_\_\_ time period from the time a Notice to Proceed has been issued by the City.

**C. PROJECT DELIVERABLES.**

The Consultant agrees to deliver to the Owner in a timely and proper manner the following:

1. One (1) paper copy of all inspection reports and supporting documentation as described in the Scope of Services.
2. One (1) electronic copy of all inspection reports and supporting documentation as described in the Scope of Services.
3. Copies of all Project calculations, details, certifications, survey notes, charts, reports, studies, sketches, maps, and other documentation as may be reasonably required by the City Engineer for the Project.

**D. PERSONNEL.**

1. The Consultant hereby designates assignments for this Project as follows:
  - Principal in Charge:
  - Project Manager:
  - Engineers / Technicians:
2. Where circumstances require substitution for any of the above listed personnel assignments, the Consultant shall so advise the Owner in writing. The substitute shall be of the same or greater level of expertise and experience as the personnel being replaced. The Owner reserves the right to accept or reject any initial or substituted Project personnel. The Consultant's Project Manager shall not be reassigned or replaced during the term of the Contract without the express written approval of the Owner.

### **SECTION 3. CONSULTANT FEES.**

**[PLEASE NOTE: Consultant fees may be negotiated on a basis of an hourly rate with a not to exceed amount or some other basis instead of a lump sum basis. If so, the provisions of the sample contract shall be modified accordingly.] [Please be sure to delete this Note when printing the Contract.]**

The Consultant and Owner agree as follows:

- A. All work under this Contract shall be on a lump sum basis. The lump sum fee shall be determined on the basis of man-hours and associated hourly rates for all work required by the Project Description. The Consultant agrees that the lump sum fee is full and complete compensation for the completed Project design, contract documents, and all costs incurred and services rendered by the Consultant, without condition or limitation.
- B. A task list showing Project tasks and associated man-hours is attached as Exhibit \_\_.
- C. Hourly rates for all personnel associated with the Project are included in Exhibit \_\_. These rates shall remain in effect for the Contract term. Escalation of rates is not permitted.
- D. The lump sum fee for the Project will be paid, subject to approval by the Owner of the Consultant's services, in accordance with the following and Section 4 below.
  - Total Lump Sum Fee
- E. Work shall not begin on any phase of the Project without express written authorization from the Owner. The Owner and the Consultant agree that the Owner has the right to terminate or stop, in whole or in part, with or without cause, the Consultant's services at any time and the Owner may cancel this Contract at any time with or without cause and without incurring any liability, damages, or cost to the Consultant, except as set forth in Section 6E.

### **SECTION 4. PAYMENT FOR CONSULTANT SERVICES.**

The Owner and Consultant agree that the Owner will only pay the Consultant a portion of the total lump sum fee set forth above for work completed and accepted by the Owner. The Consultant shall submit a request for payment not more than once each month. The payment requested shall be in proportion to the services completed and approved by the Owner. The Owner shall have the final decision with respect to the proportion of the Project completed. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment.

### **SECTION 5. SPECIAL CONDITIONS.**

- A. It is agreed by the Parties hereto that one (1) reproducible copy each of the drawings, tracings, construction plans, specifications, maps, and other documents (including electronic data) prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts,

computations, and other data shall be made available, upon request, to the Owner without restriction or limitation on their use at no additional cost to the Owner.

- B. It is agreed by the Parties hereto that the Consultant shall proceed to furnish professional services on any phase of the Project under the terms provided in this Contract only after a Notice to Proceed with the next phase has been given to the Consultant in writing by the Owner.
- C. Each party binds itself, its principals, successors, executors, administrators, and assigns to perform all covenants and provisions of this Contract. Except as above noted, neither the Owner nor the Consultant shall assign or transfer its interest in this Contract without the written consent of the other Party hereto, which consent shall not be unreasonably withheld.
- D. The term of this Contract will be completed upon final approval and acceptance of the completed Project by Owner and any participating agencies. However, nothing contained herein shall be construed to establish a period of limitation with respect to any obligation which the Consultant might have under the Contract or the law of Virginia, including liability for errors and omissions.
- E. The Consultant agrees to conduct all the services in compliance with all applicable requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with all applicable standards, orders, or regulations issued pursuant of the Clean Air Act of 1970; and will maintain an Affirmative Action Program, if required by applicable law.
- F. Owner advises Consultant that failure of Consultant to carry out the requirements set forth in 45 Federal Register 21186, Section 23.43 (a) (1980) dealing with minority business enterprise, where appropriate, shall constitute a breach of contract and may result in termination of this Contract or such remedy as Owner deems appropriate.
- G. Consultant agrees that the work and services (which shall include, but not be limited to, all plans, drawings, and specifications) Consultant provides for the Owner pursuant to this Contract will comply with all applicable federal, state, and local laws, codes, and regulations that are in effect as of the date of the Contract. Furthermore, Consultant shall, in a timely manner, inform in writing the Owner, during the term of the Contract and until completion of the Consultant's services, about changes or modifications of all such laws, codes, or regulations that may affect or require modification or changes to any part of the Project so that Owner will be able to determine if changes or modifications should be made to the Project before completion. Consultant further agrees that Consultant does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- H. The Consultant agrees that the Owner, and any approving Federal or State Agency or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, or transcriptions.

- I. The Consultant shall, at its sole expense, obtain and maintain during the life of this Contract the insurance policies and bonds required by this Section. Any required insurance policies and bonds shall be effective prior to the beginning of any work or other performance by the Consultant under this Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The following policies and coverages are required:
  1. Commercial General Liability. Commercial General Liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Consultant's performance under this Contract. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence.
  2. Contractual Liability. Broad form Contractual Liability insurance shall include the indemnification obligation set forth in this Contract.
  3. Workers' Compensation. Workers' Compensation insurance covering Consultant's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Contract. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury by accident each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the Consultant's insurance company shall waive rights of subrogation against the City, its officers, employees, agents, volunteers and representatives.
  4. Automobile Liability. The minimum limit of liability for Automobile Liability Insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Contract.
  5. Professional Liability. Minimum limits of insurance coverage for Professional Liability shall be \$1,000,000.
  6. Umbrella Coverage. The insurance coverages and amounts set forth in subsections (1), (2), (3), and (4) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (1), (2), (3), and (4), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Consultant to the City.
  7. Evidence of Insurance. All insurance, with the exception of Professional Liability Insurance, shall be written on an occurrence basis. Professional Liability Insurance may be written on a claims-made basis. In addition, the following requirements shall be met:

- a) Consultant shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles.
  - b) The Consultant shall notify the City in writing within five (5) calendar days if any of the insurance coverages or policies are cancelled or materially altered and Consultant shall immediately replace such policies and provide documentation of such to the City.
  - c) The required insurance policies and coverages, excluding those for Workers Compensation and Professional Liability, shall name the City of Roanoke, its officers, agents, volunteers and employees as additional insureds, and the certificate of insurance shall show if the policies provide such coverage. Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance. Additional insured and waiver endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of the beginning of this contract. The City's Risk Manager may approve other documentation of such insurance coverages.
  - d) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
- J. The Consultant agrees to and shall indemnify and hold harmless Owner and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including reasonable attorney's fees, resulting from or arising out of Consultant's or agent's, subcontractor's and/or subconsultant's negligent activities or omissions on or near any of the Owner's property or easements involved in this Project or arising out of or resulting from Consultant's negligence in providing any of the services under this Contract, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.
- K. While on Owner's property and in its performance of this Contract, Consultant or it's agents, subcontractor's and/or subconsultant's shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Contract and Consultant shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous materials, substances, or waste. Regardless of Owner's acquiescence, Consultant agrees to and shall indemnify and hold Owner, its officers, agents, volunteers, and employees harmless from all costs, damages, liabilities, fines, or penalties, including attorney's fees, resulting from violation of this paragraph and agrees to reimburse Owner for all costs and expenses incurred by Owner in eliminating or remedying such violations. Consultant also agrees to reimburse Owner and hold Owner, its officers, agents, volunteers, and employees harmless from any and all costs, damages, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Consultant's or it's agents, subcontractors and/or subconsultants use

or release of any hazardous material, substance, or waste onto the ground or otherwise, or into the water or air from or upon or near Owner's property or easements.

- L. The provisions, requirements, and prohibitions as contained in Sections 2.2 - 4367 through 2.2 - 4377 of the Virginia Code (Ethics in Public Contracting), pertaining to bidders, offerers, contractors, and subcontractors are applicable to this Project.

## **SECTION 6. SPECIAL PROVISIONS.**

- A. If any of the services furnished under this Contract by the Consultant are furnished by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant and shall outline the services to be performed and the charges for the same. Such contracts shall be subject to approval by the Owner. Two copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed. Approval shall not be unreasonably withheld. The Consultant shall be solely responsible for all costs and expenses in connection with any such contracts.
- B. The Owner shall make available to the Consultant all reasonable technical data that is in the Owner's possession, including maps, surveys, property descriptions, borings, and other information requested by the Consultant and relating to its work. The Owner and the Consultant agree that the Owner may decide in its sole discretion the reasonableness of any information requested by the Consultant. The Owner shall designate, in writing to the Consultant, the name of the Owner's Project manager for the Project.
- C. The Consultant shall review Map Plan #6129 for locations of archeological sites within the City of Roanoke and shall notify the Owner of any potential conflicts between the proposed Project and such sites.
- D. The Owner shall pay for the following: (1) publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; (2) for all permits and licenses that may be required by local, state, or federal authorities; and (3) for the necessary land, easements, and rights-of-way required for the Project.
- E. The Owner by seven days written notice may terminate this Contract, with or without cause, in whole or in part at any time. Upon receipt of such notice, the Consultant shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Contract whether completed or in process.
  - 1. If the termination is due to the failure of the Consultant to fulfill any of its Contract obligations, the Owner may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Consultant shall be liable to the Owner for any damages allowed by law, and upon demand of Owner shall promptly pay the same to Owner.
  - 2. Should the Contract be terminated not due in any way to the fault of the Consultant, the Consultant shall only be entitled to compensation for services

actually performed prior to notice of termination and approved by the Owner and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination.

3. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and Owner may pursue any and all such rights and remedies against Consultant as it deems appropriate.
- F. If the documents called for by the Contract are completed in accordance with criteria and/or decisions made by the Owner and such documents are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation as mutually agreed upon between the Owner and Consultant for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the parties. The fee for the changes shall be due and payable when the revisions are approved by the Owner. If agreement cannot be reached between the parties for rendering such services, then the Owner can terminate the Contract without any liability of any type for any damages or compensation to the Consultant, and the Owner will owe nothing further to the Consultant. However, if such changes or revisions are due in any way to the fault of the Consultant, the Owner can require the Consultant to perform the services required under this Contract and make such changes and revisions without any additional charges by the Consultant and pursue such other remedies available to the Owner under this Contract or by law, or any combination of such remedies as the Owner deems appropriate.
- G. By virtue of entering into this Contract the Consultant submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such a court according to the laws of the Commonwealth of Virginia.
- H. Consultant agrees that no payment, final or otherwise, nor partial or entire use, occupancy, or acceptance of the Project by the Owner shall be an acceptance of any professional services not in accordance with the Contract, nor shall the same relieve the Consultant of any responsibility for any errors or omissions in connection with the Project or operate to release the Consultant from any obligation under the Contract.
- I. The Consultant shall be fully responsible to the Owner for all acts and omissions of all succeeding tiers of subcontractors, agents, and subconsultants performing or furnishing any of the work just as the Consultant is responsible for its own acts and omissions.
- J. During the performance of this Contract, the Consultant agrees as follows:
1. The Consultant will not discriminate against any subcontractor, 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal employment opportunity employer.
  3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  4. The Consultant will include the provisions of the foregoing Subsections (1, 2, and 3) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- K. Consultant agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Consultant extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Consultant and does not bar the City from requiring the Consultant to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Consultant under this Contract or by law.
- L. If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall not be affected and all other terms and conditions of the Contract shall be valid and enforceable to the fullest extent permitted by law.
- M. (1) During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (2) For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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.
- N. Pursuant to Virginia Code Section 2.2 - 4343.1, be advised that the City of Roanoke does not discriminate against faith-based organizations.
- O. The Consultant agrees that Consultant will comply with the requirements of Section 2.2-4354 of the Va. Code regarding Consultant's payment to other entities and that Consultant will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Consultant by the City. The Consultant agrees that

Consultant shall indemnify and hold the City harmless for any lawful claims resulting from failure of the Consultant to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Contract. In the event of such claims, the City may, after providing written notice to the Consultant, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Contract.

- P. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Consultant. A written decision upon any such claims will be made by the City Manager or her designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Consultant may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of its claim. The decision of the City Manager shall be final and conclusive unless the Consultant within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Va. Code. Failure of the Owner to render a decision within said 120 days shall not result in the Consultant being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within said 120 days shall be Consultant's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Va. Code, has been established for contractual claims under this Contract.
- Q. Consultant shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a Consultant 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 or as otherwise required by law. Consultant shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Consultant fails to remain in compliance with the provisions of this section.
- R. This Contract is or may be subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies and/or from the Council of the City of Roanoke. If any such funding is not provided, withdrawn, or otherwise not made available for the Contract, the Consultant agrees that the City may terminate the Contract on seven (7) days written notice to the Consultant, without any penalty or damages being incurred by the City. Consultant further agrees to and shall comply with any applicable requirements of any grants and/or agreements providing for such funding, including, but not limited to, any VDOT requirements.
- S. Consultant agrees to fully, properly, and timely provide and perform all the work, services, materials, and other items required for the Project in accordance with the Contract, including the VDOT Agreement. Such VDOT Agreement is hereby deemed a part of the Contract for this Project and is binding upon the Consultant. Furthermore, if

the Consultant discovers that there are any conflicts between the terms and provisions of the VDOT Agreement are intended to be and shall be construed to be consistent with all other terms and provisions in the RFP and the Contract documents, but if a court or agency of competent jurisdiction determines that a conflict should exist between them, and to the extent of any such conflict, the more stringent requirements shall apply unless otherwise required by the rules, regulations, and/or procedures of VDOT, the law, or the Federal and/or State agencies involved in the Project, in which case those items will take precedence in that order unless otherwise required by law.

- T. Consultant agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Consultant to the City and all such items shall become the sole property of the City. The Consultant agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from the Consultant. Consultant hereby transfers and assigns all such rights and items to the City. Consultant further agrees Consultant will take any action and execute any documents necessary to accomplish the provisions of this Section. The Consultant also warrants that Consultant has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.
  
- U. This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be amended only by written instrument properly executed by the parties.

**SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

(Full Legal Name of Consultant)

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

WITNESS:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Appropriation and Funds Required  
for this Contract Certified

\_\_\_\_\_  
Director/Deputy Director of Finance

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

Account #: \_\_\_\_\_

CT #: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney/Assistant City Attorney

Approved as to execution:

\_\_\_\_\_  
City Attorney/Assistant City Attorney

# EXHIBIT 1

To Contract Dated \_\_\_\_\_  
Between City of Roanoke and

\_\_\_\_\_  
**For Construction Materials Testing for  
Franklin Road Bridge Reconstruction  
RFP No. 17-06-02**

VDOT Programmatic Project Administration Agreement  
Dated September 9, 2013  
and Extension Addendum, Revenue Sharing Projects dated May 31, 2016  
(6 pages in length)

PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT  
Revenue Sharing Projects

09-15-13A11:19 RCVD

09-15-13A11:19 RCVD

THIS AGREEMENT, made and executed in triplicate this 9<sup>th</sup> day of September 2012, by and between the City of Roanoke, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY may, in accordance with §33.1-23.05 of the *Code of Virginia* (1950), as amended (the *Code*), and Commonwealth Transportation Board (CTB) policy, submit application(s) for Revenue Sharing funding and may also administer projects approved for Revenue Sharing funding by the CTB; and

WHEREAS, Appendix A documents the funding allocated to each Project and shall be developed and included as an attachment to this agreement. Such attachment may be amended, revised or removed or an additional Appendix A may be added as additional projects or funding is approved by the CTB and allocated to the LOCALITY to finance the Project(s) within the term of this Agreement without the need to execute an additional project administration agreement; and

WHEREAS, current and future projects approved for Revenue Sharing funding by the CTB within the term of this agreement and subject to the terms and conditions specified herein shall be identified on a list which will be included as an attachment to this Agreement as Appendix B. Such attachment may be amended as additional projects are approved by the CTB and shall be signed by an authorized LOCALITY and VDOT official, without the need to execute an additional project administration agreement. If any active project with an existing agreement is incorporated herein, the original project agreement shall automatically terminate upon inclusion in this programmatic agreement of an updated Appendix A and an amended Appendix B to reflect that project; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in the attachments in accordance with applicable federal, state and local laws and regulations and that the locality will certify compliance with those laws and regulations as prescribed by the Department.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. This agreement shall be effective for an initial period of THREE fiscal years and may be extended by an addendum signed by each party for one additional term of THREE fiscal years unless a change in policy or the *Code* necessitates a change in terms and conditions before the term of this agreement shall have passed. This Agreement shall NOT extend beyond SIX fiscal years. In the event that a new agreement becomes necessary during the life of this Agreement, Appendix A and Appendix B may be incorporated within the new approved agreement upon mutual agreement by both parties.

2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown on the Appendix B and on the respective Project's Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Receive individual prior written authorization from the DEPARTMENT to proceed with each project.
- c. Administer the Project(s) in accordance with guidelines applicable to state funded Locally Administered Projects as published by the DEPARTMENT.
- d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the State Certification Form for State aid projects or in another manner as prescribed by the DEPARTMENT for each project included in Appendix B.
- e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date Project summary and schedule tracking payment requests and adjustments.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code, or other applicable provisions of state law or regulations require such reimbursement.
- h. Pay the DEPARTMENT the LOCALITY's matching funds for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 3.a.
- i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill these obligations may result in the forfeiture of state-aid reimbursements. DEPARTMENT and LOCALITY staffs will work together to cooperatively resolve any issues that are identified so as to avoid any forfeiture of state-aid funds.

- j. If legal services other than those provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - k. For projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
3. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
  - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
4. Appendix A identifies the specific funding sources for each Project under this Agreement, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
5. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code.
6. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project under this agreement is anticipated to exceed the allocation shown for such Project on the respective Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however

the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

7. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
8. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
9. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
10. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.g, and 3.b, subject to the limitations established in this Agreement and Appendix A. Should the LOCALITY unilaterally cancel a project agreement, the LOCALITY shall reimburse the DEPARTMENT all state funds reimbursed and expended in support of the project, unless otherwise mutually agreed-upon prior to termination.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to any project, this agreement is no longer applicable to that project and the applicable Appendix A shall be removed from this agreement and the Standard Project Administration Agreement for Federal-aid Projects executed for that project.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF ROANOKE, VIRGINIA:  
Authorized by Resolution No. 39730-080513

By 

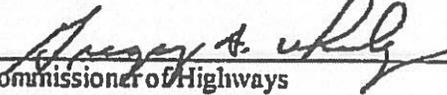
Christopher P. Merrill  
Typed or printed name of signatory

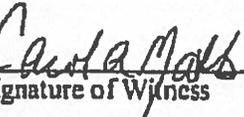
City Manager 8/21/13  
Title Date

 8/21/13  
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

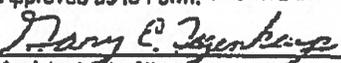
 9/9/13  
Commissioner of Highways Date  
Commonwealth of Virginia  
Department of Transportation

 9/9/13  
Signature of Witness Date

Attachments  
Appendix A (for each project covered under this Agreement)  
Appendix B (listing Project(s) covered under this Agreement)

Appendix A will be made available to successful bidder upon request

Appropriation and Funds Required for this Contract Certified  
For   
City Director of Finance  
Date: 8/20/13  
Account No.: Various Accounts

Approved as to Form: ind in execution (7-15-13)  
  
Assistant City Attorney 8-15-13

**PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT  
EXTENSION ADDENDUM  
Revenue Sharing Projects**

THIS ADDENDUM is made and executed in triplicate this 31 day of May, 2016, by and between the City of Roanoke Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY and the DEPARTMENT, entered into a Programmatic Project Administration Agreement for Revenue Sharing Projects on September 9, 2013; and

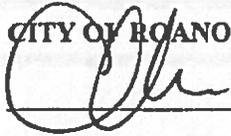
WHEREAS, said agreement has an initial term of three fiscal years (each year beginning July 1<sup>st</sup> - June 30<sup>th</sup>), and will expire on June 30, 2016, and may be extended for one additional term of three fiscal years; and

WHEREAS, the parties to the agreement hereby declare their intent to extend said agreement as provided in Paragraph 1 of said agreement and further declare that such terms and provisions provided therein shall remain unchanged.

NOW THEREFORE, in consideration of the mutual premises contained therein and in this Addendum, the parties agree to extend said agreement for one additional term of three fiscal years with a new expiration date of June 30, 2019.

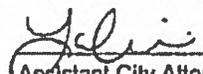
IN WITNESS WHEREOF, each party hereto has caused this Addendum to be executed as of the day, month, and year first herein written.

CITY OF ROANOKE, VIRGINIA: Authorized by Resolution No. 40493-050216

  
\_\_\_\_\_  
Christopher P. Morrill

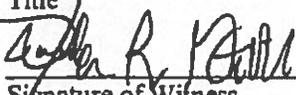
Typed or printed name of signatory

Approved as to Form:

 5-6-16  
Assistant City Attorney

City Manager

Title

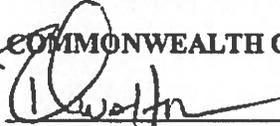
  
\_\_\_\_\_  
Signature of Witness

5-9-16  
Date

05/09/2016  
Date

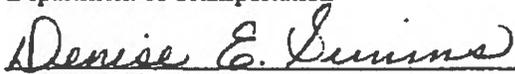
NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this addendum.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

  
\_\_\_\_\_  
Chief of Policy

Commonwealth of Virginia

Department of Transportation

  
\_\_\_\_\_  
Signature of Witness

5/31/16  
Date

5/31/16  
Date

**ATTACHMENT B  
TO  
RFP 17-06-02**

**FRANKLIN ROAD BRIDGE PLANS**

**PROVIDED UNDER SEPARATE COVER**  
**(115 PAGES IN LENGTH)**

**ATTACHMENT C  
TO  
RFP 17-06-02**

**PROPOSAL RESPONSE AND CHECKLIST**

Fully complete the following pages and submit along with Page 2 (Signature Page) of the RFP and all applicable attachments.

**I. General Information**

Offeror's (Legal Business) Name: \_\_\_\_\_

Doing Business As (If Different Name): \_\_\_\_\_

Person to Contact Regarding this RFP (Name): \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

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

**Check type of organization:**

Corporation

Partnership

Sole Proprietor (Individual)

Other (describe) \_\_\_\_\_

If Sole Proprietor (individually owned), number of years in business: \_\_\_\_\_

Have you ever operated under another name? Yes  No

If yes -

Other name:

Number of years in business under this name:

State license number under this name:

## II. Organization of Firm

The Offeror should submit as **Attachment 1** at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

## III. Financial Condition of Offeror

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP.

The Offeror shall submit as **Attachment 2**, a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 3(G) of this RFP.

## IV. Experience

The Offeror shall submit as **Attachment 3**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

## V. References

Each Offeror should provide as **Attachment 4**, the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

## VI. Conditions of Offeror's Proposal

Offeror shall submit as **Attachment 5**, any conditions to the Offeror's proposal or exceptions to the sample contract (Attachment A to the RFP).

**VII. Conflict of Interest**

Offeror, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the City of Roanoke or has no responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom.

OR

State the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

Name	Address
_____	_____
_____	_____
_____	_____

**VIII. Convictions and Debarment**

If you answer yes to any of the following, state on **Attachment 6** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
  - a. ever been found guilty on charges relating to conflicts of interest?  
Yes \_\_\_ No \_\_\_
  
2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_

- b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?  
 Yes \_\_\_ No \_\_\_

**IX. Compliance**

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 7**.

1. Has your organization:  
 a. ever been terminated on a contract for cause?  
 Yes \_\_\_ No \_\_\_

**X. Confidential & Proprietary Information**

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP).

Page Number Information	Section	Description of Confidential and/or Proprietary
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the City must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on CD or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

**Attachments:**

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

Signature Page (Pg. 2) of RFP \_\_\_\_\_

Removable Media Containing  
Redacted Version of Proposal \_\_\_\_\_

Attachment C (Proposal Response  
And Checklist) to RFP 17-06-02 \_\_\_\_\_

- 1. Organization of Firm \_\_\_\_\_
- 2. Financial Reports \_\_\_\_\_
- 3. Experience \_\_\_\_\_
- 4. References \_\_\_\_\_
- 5. Conditions of Proposal (If Applicable) \_\_\_\_\_
- 6. Debarment Explanation (If Applicable) \_\_\_\_\_
- 7. Compliance Explanation (If Applicable) \_\_\_\_\_