

CITY OF COLONIAL HEIGHTS, VIRGINIA



INVITATION # 21-081902-1122

**REQUEST FOR PROPOSAL
“ON CALL” CONTRACT FOR CONSTRUCTION,
ENGINEERING AND INSPECTION SERVICES**

DUE DATE: AUGUST 19, 2021 2:00 PM EDT

**CITY OF COLONIAL HEIGHTS CONTACT:
Keith Chisolm, Assistant Director of Public Works
chisolmk@colonialheightsva.gov
804-520-9334**

City of Colonial Heights VA
Finance/Purchasing Department
City Hall – 201 James Avenue -2nd floor
Colonial Heights VA 23834
Larry H. Melvin – Purchasing Agent
Office: 804-520-9333 melvinL@colonialheightsva.gov

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The City of Colonial Heights Virginia hereby solicits qualified and interested firms to submit proposals and statements of qualifications for a requirement contract for “on-call” construction, engineering and inspection services.

Sealed Proposals, subject to the specifications and conditions herein and attached hereto, will be received at the above office until, but not later than **2:00PM EDT, Thursday, August 19 2021**

Your proposal to be considered must be submitted in the format requested herein. If for any reason you deviate from this Request for Proposal, indicate the reason in detail. **Five (5) copies of your proposal must be submitted in a sealed envelope.** All firms shall sign their proposal and return by the time specified. It shall be the full responsibility of the consultant to allow adequate time for delivery of the proposal. Failure to comply with these requirements may be cause for rejection of proposal.

Any proposal received after the announced time and date of opening, whether by mail or otherwise, will not be considered and will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Colonial Heights encourages all businesses, including minority and women-owned businesses to respond to all Invitations to Bid and Request for Proposals. All responsible firms are encouraged to submit proposals.

The right is reserved to reject any or all proposals submitted and also, to make award where it appears it will be to the best interest of the City.

The City may, if deemed necessary, ask for interviews with all or several of the firms submitting proposals.

An individual authorized to bind the offeror **MUST** sign any proposal submitted. All proposals Submitted without such signature will be deemed non-responsive and will not be accepted.

Enclosed is a “Proposal Requirements and Non-Collusion Statement” that should be signed and returned with this proposal.

If your desire not to submit on this Proposal, please forward your acknowledgment of “NO PROPOSAL SUBMITTED” to the above address.

Mark outside of envelope with Subject #___, closing date and time for receipt of proposals.

No Costs for Services shall be submitted with this Proposal. All cost will be obtained as outlined in our Selection Procedure.

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General Terms and Conditions

During the performance of any contract awarded pursuant to this Request for Proposal, the consultant agrees as follows:

- A. The consultant will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin, or handicap, except where religion, sex or national origin is a bona fied 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 for the provisions of this nondiscrimination clause.
- B. The consultant, 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.

The consultant shall include the provision of the foregoing paragraph A, B, C and D, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Ethics

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements for any other offeror, supplier, manufacturer or subcontractor in connection with their proposal.

Immigration Reform and Control Act of 1986

By submitting their proposal, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform And Control Act of 1986.

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Insurance

The consultant shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of, or result from, the consultant's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the City, the contractor and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The consultant shall furnish a copy of an original Certificate of Insurance, naming the City of Colonial Heights as additionally insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The consultant shall furnish insurance in satisfactory limits, and on forms and of companies, which are acceptable to the City's Attorney and/or Risk Management and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The consultant will provide a minimum of liability insurance as follows:

- Workman's Compensation - Statutory Limits
- General Liability Insurance – with limits of not less than \$1,000,000 combined single limit
- Professional Liability Insurance – with limits of not less than \$1,000,000 combined single limit.
- Automobile liability insurance-all owned, non-owned and hired automobiles- Statutory Limits.

Certification of above insurance requirements will be required before the issuance of an award. All required to be submitted with the insurance certificate is the complete address, phone number and contact person for the insurance company. The authorized agent signing on behalf of the Insurance Company must submit certification that they are a licensed agent to do business with the Company within the State of Virginia.

Certificate Holder should be listed as – City of Colonial Heights, c/p Purchasing Department, 201 James Avenue, 2nd Floor, P.O. Box 3401, Colonial Heights, VA.

If the Certificate of Insurance Form being furnished is other than the City Form, the certificate of insurance submitted must be modified by striking the words “endeavor to” in the second line and by striking the clause “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.”

Drug Free Workplace

During the performance of this contract, the consultant agrees to the following:

1. Provide a drug-free workplace for the contractor's employees
2. 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.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. 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.

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

Faith-Based Organizations

The City of Colonial Heights does not discriminate against faith-based organizations in accordance with *The Code of Virginia*, Section 2.2-4343.1.

Debarment Status

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of good and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

Choice of Laws and Venue

Any disputes under a resulting contract that cannot be resolved between the City of Colonial Heights and the offeror, must be resolved in the Circuit Court of Colonial Heights, Virginia. The laws of the Commonwealth of Virginia shall govern any resulting contract.

Proprietary Information

Section 2.2-4342 of the *Code of Virginia* states: “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transactions shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.”

Termination

It shall be the sole right of the City, to terminate any contract upon thirty (30) days written notification to the Contractor.

Purpose of Request

This Request for Proposals (RFP) is being issued to firms, (individuals, partnerships, companies and corporations), interested in providing construction, engineering and inspection services for transportation projects/ or other projects, in the City of Colonial Heights (City). The City will accept and review proposals from firms and select the firms most suitable to provide services to the City. Those firms that most closely conform to the City’s requirements will be requested to make further submittals and/or to be interviewed prior to the City making its final selection(s).

The City intends to award contracts to several qualified firms. Once under contract, these firms may be called on to provide services on a task basis throughout the contract period.

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The right is reserved to reject any or all proposals submitted, to modify or cancel the proposal in part or in its entirety, and to make award where it appears it will be in the best interest of the City. The City may, if deemed necessary, ask for interviews with all or as few as two firms submitting proposals.

Instructions and information necessary for firms to submit information in response to this Request for Proposals is contained herein.

Contract Term and Pricing

Contract may be awarded to multiple vendors for a one (1) year period. Each contract shall have an option to extend the term of the existing contract to allow completion of any work undertaken but not completed during the original term of the contract. The City reserves the right to renew the contract for four (4) additional years at a price agreed to by both parties.

All work performed for each project shall be done on a lump sum, not-to-exceed maximum basis or the fee shall be negotiated prior to assignment. Total fee shall include all expenses for performing the necessary work, including professional charges and miscellaneous expenses. (Ex: such as plan plotting and specification printing for documents to be reviewed by the City and used at public meetings)

Project assignments

Project assignments shall be on an as-needed basis. The right is reserved at all times to perform work in-house or to award large projects on a separate competitive negotiation basis.

Scope of Work

The scope of work shall consist of providing the following:

1. Construction Project Management, Meetings, and CQAP: Construction Project Management and inspection will be provided to ensure the prosecution of the work is on schedule, within budget and in accordance with the City's criteria. This task also includes the following executing any preconstruction meetings, progress meetings, and project conflict/issue resolution.
 - The City requests a senior construction manager up to 10 hours to attend Preconstruction meetings and coordination prior to the start of construction
 - The City requests a senior construction manager up to 10 hours to provide a Quality Assurance Plan (QAP) prior to the start of construction
2. Materials Testing: A Materials Testing Matrix will be developed by the awarded firm to estimate the approximate number of Quality Control (QC) and Quality Assurance (QA) tests that will be performed on all applicable materials throughout the duration of the project. The rate of material testing will be based on the requirements set forth in the VDOT Inspection Manual, VDOT LAP manual, and the applicable Virginia Test Method (VTM). The Materials Testing Matrix will be provided prior to the contractor receiving Notice to Proceed (NTP) on the project.

3 The City will provide an anticipated construction duration in the following format:

- The project will take ### weeks to complete.
- The City requests a senior inspector on site up to # days a week or up to ## hours per week totaling up to ##### hours for the duration of the project.
- The City requests a senior construction manager on site up to # days a week or up to # hours per week totaling up to ### hours for the duration of the project.
- The City requests a senior inspector up to # weeks or up to ## hours per week to close out the project.
- The City requests a senior construction manager up to # weeks or up to ## hours per week to close out the project.

Records will be required to complete the construction of the project. An inspector will need to be present for the duration of the construction. **The site must be adequately staffed by qualified inspection personnel at all times to ensure all applicable items are inspected according to specifications outline in the construction plans.** If the actual number of hours required for general inspection are greater (or less) than the hours identified above, the contract price will be adjusted up (or down) via Change Order based on the hourly rate identified in the Fee Summary for a Senior Construction Inspector. The awarded firm is required to notify the City of Colonial Heights when approximately 90% of the agreed upon hours have been used. The following items listed below will be required duties of the construction inspector

- a. **Record Keeping and Photographs:** Both paper copies and electronic copies of project documentation will be maintained by the inspector. The inspector will file paper copies of all appropriate documentation in the Construction Binder throughout the duration of the project. The inspector will take photographs of the project on a daily basis. Among other things, the photographs will document the contractor's progress of work, discrepancies between the plans and field conditions, utility conflicts, materials storage and stockpiles, permit compliance, and the layout of the contractor's work zone. Each photo will be given a descriptive file name with the date the photo was taken so it can be easily referenced. Several photos will be included in each Daily Diary.
- b. **Review of Contractor Submittals:** Upon the request of the Engineer, the construction management staff will review and provide comments on many of the contractor's submittals. These submittals are expected to include, but may not be limited to: Schedule of Values, Progress Schedule(s), Plan of Operations narrative, source of materials documentation (VDOT Form C-25), shop drawings, requests for payment, requests for information, proposed revisions to the plans or working hours, notices of intent to file a claim, change orders, request for final inspection, and request for acceptance. The inspector

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will provide comments to the Engineer within 48 hours of receiving the submittal and request for review.

- c. **Materials Testing:** Although the inspector will be responsible for monitoring QC testing and QA testing of materials, the inspector will not be responsible for actually performing any QC tests. The contractor will be responsible for QC testing and may hire a qualified geotechnical firm to complete the QA testing. In order to appropriately monitor material testing, the inspector will possess the following active certifications

Certification	Issuing Agency
Soil and Aggregate Compaction	VDOT or NICET LEVEL II*
Asphalt Field Level I & II	VDOT
Hydraulic Cement Concrete Field	VDOT or ACI Concrete Field Level I, or WACEL Concrete I, or NICET LEVEL II*
Pavement Marking	VDOT
Slurry Surfacing	VDOT
Surface Treatment	VDOT
Flagger Certification	VDOT
Certification for Erosion and Sediment Control Inspection	Virginia DEQ
Nuclear Gauge Safety Training	NRC**Recognized Provider
Stormwater Management (Inspector) Certification***	Virginia DEQ
Intermediate Work Zone Traffic Control	VDOT Approved Provider
10 Hour OSHA Safety Training	OSHA
GRIT (Guardrail Certification)	VDOT

The inspector will record the date, description of the material being tested, type of test, location that the material being tested will be placed on the project, and the result of the test in the Materials Testing Log. The inspector will reject any material that does not pass its corresponding material test and document the remediation on the log. Tickets for asphalt, and other items will be collected and filed in the Construction Binder.

- d. **Work Zone Safety:** The inspector will review the contractor's work zone and lane closures on a daily basis to ensure compliance with the contractor's Maintenance of Traffic (MOT) Plan and the current edition of the VDOT Work Zone Area Protection Manual. Any issues will be immediately brought to the contractor's attention and documented in the daily diary. If the contractor does not correct a safety issue in a timely manner, the City of Colonial Heights' Project Manager will be notified. The inspector will verify that VA Traffic is notified about all lane closures prior to their installation. When the contractor requests a lane closure to extend beyond the time allowed in the contract or plans, the inspector will only approve the request if field conditions at the time warrant the extended lane closure. The inspector will verify that VA Traffic is notified about all lane closure extensions and review the extension request with the City of Colonial Heights' Project Manager within 24 hours. Random inspections of the flaggers hired by the contractor will be conducted to verify that all flaggers possess a current VDOT Flagging Certification. The safety of the traveling public and all project personnel (contractor/ subcontractor, consultant, City, VDOT) is paramount. The inspector may order the shutdown of all construction activities if there is a concern for anybody's safety. The contractor and City of Colonial Heights' Project Manager will be notified immediately of all safety concerns and motor vehicle accidents that occur within the project limits. The inspector will inspect the work for general conformance with the Virginia Occupational Safety and Health Standards.
- e. **Communication and Daily Diaries:** The City of Colonial Heights' Project Manager will be made aware of all interactions with citizens and will be immediately notified if there are any inquiries from the media. The inspector will not discuss the project with anybody representing the media. Contact information for all citizens that have concerns about the project will be provided to the City of Colonial Heights' Project Manager for follow up. Any issues regarding rejected materials, permit compliance, work zone safety, or plan errors will be brought to the attention of the Engineer before the end of the day. The inspector will record daily construction activities, weather conditions, allowance items, and inspection hours in a Daily Diary. The Daily Diary will also include several photographs that document the progress of work and any issues that were discovered on that date. Each photo will have a caption. Photos that document work progress will include the approximate

station and direction that the picture was taken in the caption. Photos that depict issues will include a description of the issue in the caption. Electronic copies of Daily Diaries will be emailed to the City of Colonial Heights' Project Manager within seven (7) days after the date of the report.

- f. **Final Inspection, Punch List, And Project Acceptance:** As construction of the project approaches completion (approximately 90%), the inspector will develop a preliminary punch list of work items that the contractor shall address prior to final acceptance by the City of Colonial Heights. Once the contractor has requested final inspection, the inspector will provide the preliminary punch list to the Engineer and the City of Colonial Heights' Project Manager. Based on the preliminary punch list, the Engineer will determine if the contractor is ready for Final Inspection. The inspector will attend the Final Inspection and be able to discuss any items identified on the preliminary punch list as well as bring up any additional concerns. The Engineer will provide the final punch list to the contractor and inspector. The inspector will monitor the completion of punch list items. Once the contractor has requested Final Inspection, the inspector will provide the preliminary punch list to monitor the completion of the punch list items. Once the contractor has requested an inspection for Final Acceptance, the inspector will notify the engineer if all punch list items are complete or can be completed prior to the proposed time and date for the Final Acceptance inspection. The inspector will attend the inspection for Final Acceptance. If all punch list items have been completed, the inspector will provide written confirmation to the Engineer that all contract requirements have been met and the inspector recommends Final Acceptance of the project
- g. **Project Closeout:** Within 45 days after the inspector recommends approval for the contractor's request for final payment, the completed Construction Binder will be provided to City of Colonial Heights along with a digital copy on an appropriately sized flash drive. The digital file will include scanned copies of all paper documents in PDF format, as well as all photographs and all email correspondence for the project. Documents on the flash drive will be organized in the same folder structure that was used for the Construction Binder

This work is to be accomplished utilizing computerized design and drafting systems compatible with VDOT's automated design and drafting systems. VDOT's roadway design system is GEOPAK Civil Design Software and the drafting system is MicroStation. This project will be developed utilizing VDOT's policies and procedures and FHWA's guidelines. This Request for Proposal does not commit the **City of Colonial Heights** to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services

Submitting Proposal:

The following should be included in your proposal. (Expression of Interest)

1. The Expression of Interest shall be organized in the following order:
 - Transmittal letter
 - Table of Contents
 - Understanding of Scope of Work
 - Response to RFP Expression of Interest Items 2-15
 - Present Workload with Department form
 - **Standard Form (SF) 330 Part I** – one combined for the project team
 - **Standard Form (SF) 330 Part II** – one for each firm
 - Team Organization Chart – Section D Standard Form (SF) 330 Part I
 - A table or matrix containing the requested information in item 15
 - Full size copies of Commonwealth of Virginia SCC and DPOR supporting registration/licensing documentation for each firm (including that of each pertinent branch office)
 - Full size copies of Commonwealth of Virginia DPOR registration certificate for the Key Personnel
 - Firm Data Sheet
 - Certification Regarding Debarment form
2. Furnish current SF 330 Part II for each firm involved, and one (1) combined SF 330 Part I for the project team. Please follow the instructions included on the form, unless indicated otherwise within this RFP.
3. As referenced in SF 330 Part I, Section D (Organizational Chart of Proposed Team), a one page organizational chart showing all firms involved and key personnel assignments and responsibilities is required to be included.
4. Indicate KEY PERSONNEL ONLY resumes in SF 330 Part I, Section E (Resumes of Key Personnel Proposed for This Contract). Key personnel are defined as those to whom the contract will be assigned and who will be performing the actual management of the work and be responsible for inspection, administrative and design services. Each resume shall be limited to one page per person with a font no less than 10 point.

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Furthermore, all individuals identified as Key Personnel in the EOI shall remain on the Consultant's Team for the duration of the procurement process and, if the consultant is awarded a contract, the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the **City of Colonial Heights's** Project Manager for approval, who, at his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Consultant's Team at any time during the procurement process may result in elimination of the Consultant's Team from further consideration

5. In SF 330 Part I, Section F (Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract), limit example projects to no more than ten (10).
6. In SF 330 Part I, Section G (Key Personnel Participation in Example Projects), limit example projects to no more than ten (10). The example projects listed in Section G (#29) should match the example project list provided in Section F.
7. In SF 330 Part I, Section H (Additional Information), the consultant should detail the plan to assure the **City of Colonial Heights** that the staff submitted for evaluation will be available for the services requested by the RFP. Section H of SF 330 Part I is limited to a maximum of ten (10) pages with a font no less than 10 point. This section should describe the organization of the proposed project staff indicating the role of each by individual. If subconsultants are proposed, the role of each subconsultant should be discussed. It should also include statements that are responsive to the attached Consultant Short List Score Sheet that will be used to evaluate your submission. This is the **ONLY** section of the submission which may include pictures or graphics (included in the ten page limit). List any computer and CADD equipment and any specialized computer software packages that you will use on this **City of Colonial Heights** project.
8. It is the policy of the Virginia Department of Transportation and the City of Colonial Heights that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified DBE firms is maintained on their web site (<http://www.dmbv.virginia.gov/>) under the **DBE Vendor Directory of Virginia Unified Certification Program**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any

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agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. [***Include the following wording on federally funded projects with stated DBE goals:*** The DBE contract goal for this procurement is_%.] [***Include the following wording on federally funded projects without a stated DBE goal:*** The Department believes that these services support % DBE participation.]

In accordance with the Governor's Executive Order No. 20, the Virginia Department of Transportation also requires a utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified SWaM firms is maintained on the DSBSD web site (<http://www.dmbv.virginia.gov/>) under the SWaM Vendor Directory link. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider SWaM firms as potential subconsultants. The consultant is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM firm whereby the SWaM firm promises not to provide services to other consultants is prohibited.

Include the following wording and two bullets on state or federally funded projects with a DBE or SWaM goal. In the following sentence and these two bullets, remove references to SWaM on federally funded projects and DBE on a state funded project If portions of the services are to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

- Written documentation of the prime's commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.
- Written confirmation from the DBE or SWaM firm that it is participating, including a description of the services to be performed and the percent of participation.

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49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on quarterly basis.

Any DBE or SWaM firm must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

Business Opportunity and Workforce Development (BOWD) Center - The BOWD Center is a VDOT developmental supportive services program and partnering initiative funded by FHWA for selected DBE firms of various skill and competence levels interested in entering, enhancing or expanding highway contracting opportunities with prime consultants. The partnering initiative between prime consultants and BOWD DBE firms provides the opportunity for the further development of DBE firms through performance on contracts and guidance from prime consultants. The intent of this partnering initiative is to increase capacity by perfecting existing skills and knowledge, expanding into new work areas, and prime consultant joint venturing with DBE firms.

The prime consultants are encouraged to achieve all or a percentage of the required DBE participation/goals determined for this project by the utilization of BOWD approved firms. To assist consultants in taking advantage of this opportunity for utilization of approved BOWD firms, please contact the BOWD Center for additional information, details, resources and support. The BOWD Center can be contacted at (804) 662-9555 or via email to BOWDCenter@vdot.virginia.gov.

9. If any firms involved with this submission currently have work with VDOT, indicate the projects, the division managing the projects, the amount of outstanding fee remaining, and the estimated date of completion. For limited services term contracts, include only the amount of all tasks orders executed or under negotiation. Also, include your estimated fees for pending supplemental agreements and any projects for which the firms have been selected, but have not executed an agreement. Work of affiliated and/or subsidiary companies is to be included. The outstanding workload of any Virginia Department of Small Business and Supplier Diversity certified DBE or SWaM prime or subconsultant may be reduced up to \$4 million and the remainder (>\$0) shall be added to the team's total workload. When a DBE or SWaM firm graduates from the program, their workload incurred while a DBE or SWaM may be reduced up to \$4 million for the next three years. All new work obtained after graduating from the program will be counted. Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Work being performed as a prime, joint venture, or subconsultant on a VDOT Design-Build project shall be included. The outstanding fee remaining is the maximum total compensation payable less the amount previously paid to date. Only Category [] work will be counted in the scoring criteria. This information shall be submitted using the attached Present Workload with Department form. Please carefully read the instructions on the Present Workload with Department form.
10. Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

Affiliate - Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

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Finance/Purchasing Department
City Hall – 201 James Avenue – 2nd floor
Colonial Heights VA 23834
Larry H. Melvin – Purchasing Agent
Office: 804-520-9333 MelvinL@colonialheightsva.gov

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11. In two page(s) or less, provide information that will indicate your firm's ability to meet the time schedule for this project.
12. In two page(s) or less, please emphasize your qualifications in the following areas:
13. A project approach discussion is required for this project and shall be limited to a maximum of three page(s).
14. In addition to the page restrictions listed above, a maximum of 5 additional pages may be included in the Expression of Interest. All pages are to be 8 1/2" X 11" and printed on one side with single-spaced type no smaller than 12 pitch
15. Please indicate, by executing and returning the attached Certification Regarding Debarment forms, if your firm, subconsultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:
 - Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
 - Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
 - Does have a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Any of the above conditions will not necessarily result in denial of award, but it will be considered in determining offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in Federal criminal prosecution or administrative sanctions

16. If the prime consultant or subconsultant does not have the in-house capability to provide non-professional services, each with an estimated cost of \$5,000 or greater, such as diving services, soil drilling, sampling services or laboratory testing, these services must be subcontracted in accordance with State procurement procedures once a contract is executed, with no DBE or SWaM credit in the selection of the most qualified firm or team. Clearly indicate these services in the EOI.

17. Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture, should provide evidence including full size copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing full size copies of appropriate individual registrations/licenses for those professional occupations per the requirements listed below. The EOI should convey the requested information for each regulant by the use of a concise table or matrix. (All full-size copies of the Commonwealth of Virginia State Corporation Commission (SCC) and Department of Professional and Occupational Regulation (DPOR) supporting registration documentations should be included in the EOI and will not be counted towards page restriction):
 - .1 The Commonwealth of Virginia SCC registration detailing the name, registration number, type of corporation and status of the business entity.

 - .2 For this Project/Contract, the Commonwealth of Virginia DPOR registration information for each office practicing or offering to practice any professional services in Virginia: Provide the business name, address, registration type, registration number, expiration date.

 - .3 For this Project/Contract, the Commonwealth of Virginia DPOR license information for each of your Key Personnel practicing or offering to practice professional services in Virginia: Provide the name, the address, type, the registration number, and the expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.

 - .4 For this Project/Contract, the Commonwealth of Virginia DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (e.g. real estate appraisal): the business name, the address, the registration type, the registration number, and the expiration date.

Failure to comply with the law with regard to those requirements in Virginia (whether federal or state) at the time of the EOI submittal regarding your organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render your EOI submittal(s), in the sole and reasonable discretion of the Department, non-responsive and in that event your EOI submittal(s) may be returned without any consideration or evaluation

Evaluation Criteria

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the City's discretion to reflect relative importance. Offerors are required to address evaluation in the order listed and to be specific in presenting their qualifications.

1. **Team's qualifications and experience with similar services:** (Expertise, experience and qualifications of team in proving services as related to the scope of services.) - (25%)
2. **Personnel's Experience in Similar Type of services** (Expertise, experience and qualifications of team in providing services as related to the scope of services) - (40%)
3. **Qualification of Project Manager:** (Expertise, experience and qualifications in project management as related to the scope of services) - (15%)
4. **Organizational Capability** (Ability to complete work in a timely manner, size of firm relative to size of project, proposed project staff resources, proposed use of sub-consultants.) (20%)

Selection Procedure

On the basis of the evaluation factors published in the Request for Proposal, and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body 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 and suitable than the others under consideration, a contract may be negotiated and awarded to the offeror.

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Federal Accounting Requirements

All firms submitting Expressions of Interest (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, “Federal Acquisition Regulations, Contract Cost Principles and Procedures,” and 23CFR172, “Administration of Negotiated Contracts.” All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data to the City within 10 work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the 10 work days, negotiations will be terminated by the Department and the next most qualified team invited to submit a proposal.

Remit to Address For Proposals

Please send one original, and four copies of the proposal to:

City of Colonial Heights VA
City Hall - Finance/Purchasing Department
201 James Avenue – 2nd Floor
Colonial Heights VA 23834
Attn: Larry H. Melvin, Purchasing Agent

Please write on the outside of the sealed envelope or package:

Invitation: SP 21-081902-1122
Annual On-Call Contract for Construction, Engineering and Inspection Services
Proposal due Date: August 19 2021, 2:00 PM EDT

City of Colonial Heights VA
Finance/Purchasing Department
City Hall – 201 James Avenue – 2nd Floor
Colonial Heights VA 23834
Larry H. Melvin – Purchasing Agent
Office: 804-520-9333 melvinL@colonialheightsva.gov

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Proposal Requirements and Non-Collusion Statement

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set for in Request for Proposal 21-081302-1122

My signature certifies that the accompanying proposal is not the result of or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law and can result in fines, prison sentences and civil damage awards.

IF SIGNATURE IS OTHER THAN THE PRESIDENT, PLEASE FURNISH THIS OFFICE A LETTER OF EXPLANATION FOR AUTHORITY TO SIGN FOR THE PRESIDENT.

Name of Firm _____

Address _____

Signature _____

Name (Type or Print) _____

Official Title _____

Date _____ Email _____

Office Number (____) _____ Cell Number (____) _____

Federal ID # _____

**CITY OF COLONIAL HEIGHTS
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this ____ day of _____, 2021, by and between the City Council of Colonial Heights, Virginia, or its authorized agents, and the Contractor identified below, for services identified herein, on the following terms and conditions.

1. Definitions.

(a) As used in this Contract, the term “City” shall mean the City Council of Colonial Heights, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts.

(b) As used in this Contract, the term “Contractor” shall mean:

2. Provision of Services.

(a) The Contractor hereby agrees to provide the following services to the City:

(b) The time, manner and place for performance of such services shall be:

3. Time and Essence.

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

4. City Obligations.

(a) In return for the services identified above, the City shall pay the Contractor the following amounts:

5. Termination for Convenience of the City.

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the City Manager or the Purchasing Agent of Colonial Heights determines that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be affected by delivery of a Notice of Termination signed by the City Manager or the Purchasing Agent, mailed or delivered to the Contractor and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City Purchasing Agent; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Agent.

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

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

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Agent to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Agent shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 15 of this contract concerning Disputes.

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

6. Termination for Default

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

7. Examination of Records.

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

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

8. Termination for Non-Appropriation of Funds.

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

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

9. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be: **pursuant to attached certificate of insurance.** The Contractor shall provide a Certificate of Insurance, naming the City as additionally insured.

10. **Assignability of Contract.**

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

11. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Agent, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically as a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

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

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

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

12. **Warranties:**

13. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

14. **Disputes.**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment to the Contractor. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or the beginning of the work upon which the claim will be based. Contractual claims shall be addressed to the Purchasing Agent and shall clearly designate the correspondence as a contractual claim, the contract to which it is referring, and the basis for the claim. The City Manager or his designee shall respond in writing to the Contractor with his final decision within 90 days of the claim's submission. The written decision of the City Manager or his designee shall be final and conclusive unless the Contractor appeals within six months of the date of the decision by instituting legal action as specified in §2.2-4364 of the Code of Virginia.

15. **Nondiscrimination.**

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 or national origin, except where religion, sex or national origin 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) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. **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 workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the above clauses in every contract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. "Drug-free workplace" means a site for the performance of work done in connection with this contract and at which employees are subject to the prohibitions in (ii) above.

17. **Interest.**

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on all amounts the City owes to the Contractor.

18. **Payments to Subcontractors.**

The Contractor agrees to take one of the following actions within seven days after receipt of payment from the City for work performed by a subcontractor under the Contract:

a. Pay the subcontractor the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under the Contract; or

b. Notify the City and the subcontractor, in writing, of his intention to withhold all or a part of the payment with the reasons for nonpayment.

c. The Contractor agrees to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the City for work performed by the subcontractor under the Contract, except for amounts withheld under subsection 1(b).

d. The Contractor agrees to include language in its subcontracts and with lower-tier subcontractors which states that unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

19. **Social Security or Employer Identification Number.**

Prior to any payment being made by the City under the Contract, the Contractor shall provide the City his or her social security number (if an individual) or the federal employer identification number (if a proprietorship, partnership or corporation).

20. **Payment and Performance Bonds (Construction Contracts Only).**

The City shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall provide a Performance Bond and a Payment Bond (AIA Document A312) each for one hundred percent (100%) of the Contract including all adjustments as authorized by change order. Bond premiums for the initial Contract shall be paid by the Contractor. Any subsequent bond premium costs shall be as authorized by change order.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

HOLD HARMLESS AGREEMENT

I (we) _____, agree to the following provision relating to Indemnification of the CITY OF COLONIAL HEIGHTS whereby:

- (a) The Contractor shall indemnify and save harmless the City, its agents and employees from and against all claims, damages, injuries, losses to persons or to property and expenses including attorneys' fees, alleged to have been caused through the fault, omissions or negligence of the Contractor, its agents and employees in the performance of any part of the work herein. Contractor shall be responsible to City for the acts and omissions of all person, firms or corporations directly or indirectly employed by contractor in connection with the work.
- (b) In any and all claims against the City or any of its agents or employees by any employee of the Contractor or anyone directly or indirectly employed by the Contractor, the indemnification obligation under paragraph (a) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation act, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

CONTRACTOR: _____

By: _____
(Name and Title)

STATE OF _____ of _____

To-WIT: I _____ a Notary Public in and for the _____

_____ aforesaid in the State aforesaid, do certify that _____

_____ whose name is signed to the above agreement bearing the date of _____

_____ day of _____, 20_____, personally appeared before me in my

_____ and State aforesaid and acknowledged the same as his / her act and deed.

My Commission expires the _____ day of _____, 20 _____.

Given under my hand this _____ day of _____, 20 _____.

SIGNATURE OF NOTARY PUBLIC