

RESPONSE TO REQUEST FOR PROPOSALS (RFP)

TOWN OF SMITHFIELD

**HISTORIC DISTRICT GUIDELINES & ENTRANCE CORRIDOR
OVERLAY GUIDELINES UPDATE - RFP#22-006**

Dated December 7, 2022

Response Date: January 6, 2023

**Submitted By:
COMMONWEALTH PRESERVATION GROUP
536 W 35th Street
Norfolk, Virginia 23508**

757-923-1900

www.commonwealthpreservationgroup.com



TOWN OF SMITHFIELD

"The Ham Capital of the World"

REQUEST FOR PROPOSALS

RFP #22-006

December 7, 2022

Town of Smithfield

310 Institute St

Smithfield, VA 23430

<https://www.smithfieldva.gov/>

Historic District Guidelines and Entrance Corridor Overlay Guidelines Update

Sealed Proposals, subject to the conditions and instructions contained herein, will be received at the above office until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: To provide professional planning services in order to complete an update of the Town of Smithfield's Historic District Guidelines and Entrance Corridor Overlay Guidelines.

Proposal Due: January 6, 2023, at 5:00 PM

Contract Officer: Lesley King, Purchasing Officer, lking@Smithfieldva.gov

****AN ELECTRONIC RESPONSE IS REQUIRED****

The Purchasing Agent, Lesley King, is the sole contact official for the Town of Smithfield with respect to this RFP. All questions and/or comments should be directed to her at this email address: lking@smithfieldva.gov. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the Town regarding this RFP. Any such unauthorized contact may disqualify the bidder from the procurement.

Company Name: Commonwealth Preservation Group, LLC

Address: 536 W. 35th Street

City / State / Zip: Norfolk, VA 23508

Telephone: (757) 923-1900

FAX No.:

E-mail: admin@commonwealthpreservationgroup.com

Print Name: Paige Pollard

Title: Principal

Signature:

Date: January 4, 2023

COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT

310 Institute St, PO Box 246 / Smithfield, VA 23431 / 1-(757)-365-4200 / Fax 1-(757)-357-9933

www.smithfieldva.gov



January 6, 2023

Ms. Lesley King
Purchasing Officer
Town of Smithfield
Via Email: lking@Smithfieldva.gov

Re: Request for Proposals #22-006
Historic District Guidelines and Entrance Corridor Overlay Guidelines Update

Dear Ms. King,

CPG is pleased to submit the attached Response to the RFP for Historic District Guidelines and Entrance Corridor Overlay Guidelines Update. We are appreciative of the background information provided, and are enthusiastic about the prospect of helping the Town advance its local historic district and entry corridor design guidelines, in alignment with the requirements of the Certified Local Government program.

CPG is a small, woman and minority owned historic preservation consulting firm located in Norfolk, VA. We have recently completed design guidelines for several communities, including the City of Virginia Beach, the Town of Herndon, and the Town of Cape Charles.

We do believe that in order to have a smooth process of adoption and implementation of the new guidelines, it is important to get input from the property owners within the district during development of the guidelines and also review and evaluate the impact of proposed updates on existing policies and ordinances. You will see in our pricing document that I have clearly identified the time and fee associated with that endeavor, as I recognize it is outside of the Scope of Work requested in the RFP.

As the founding Principal, I will be the primary point of contact should we be selected for this project. Please feel free to contact me with any questions or for clarifications. I can be reached directly at (757) 286-8602 or by email at paige@commonwealthpreservationgroup.com.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Paige L. W. Pollard'.

Paige L. W. Pollard
Principal

EXPERIENCE & QUALIFICATIONS

Commonwealth Preservation Group (CPG) is a small, micro, woman-owned, minority-owned business (see attachment 1 below) established in 2004. CPG provides preservation planning and design, historic rehabilitation tax credit, and historic resource and National Register nomination consulting services. CPG has worked with homeowners, architects, historical societies, developers, religious institutions, and state and local governments to guide proper rehabilitation of historic buildings, to identify and survey historic resources, to ensure compliance with appropriate state and federal regulations, and to promote sound preservation planning.

CPG performs work all along the east coast. To date, CPG has consulted on over 450 preservation projects to ensure compliance with the Secretary of the Interior's Standards for Rehabilitation. In addition, CPG has completed over 75 historic district and individual nominations for properties listed on state historic registers and the National Register of Historic Places; this designation not only provides state and federal recognition of historic resources, but it also opens the door to the opportunity to pursue historic tax credits for contributing buildings. CPG staff has consulted on Section 106/Environmental Compliance projects for the US Navy, US Army, US Army Corps of Engineer, National Park Service, US Department of Agriculture, and various state and local governments as well as private sector clients. CPG has also provided preservation planning services for the Town of Cape Charles, City of Virginia Beach, Brunswick County, the City of Alexandria, VA, the Town of Herndon, VA, the City of Norfolk, VA, the City of Suffolk, VA, the Virginia Department of Historic Resources, and Preservation Virginia.

CPG has a long track record of working with local governments on their local historic district review process, guidelines, and ordinances. CPG staff has recently completed several design guidelines projects which also involved ordinance review and updating recommendations for the Town of Herndon, the City of Virginia, and the Town of Cape Charles, VA – projects similar to what is described in the RFP distributed by the Town of Smithfield, VA. **For more specific information about our experience in developing historic district zoning ordinances, historic district zoning action procedures, and historic district design guidelines, please see enclosed team member resumes.**

Principals-in-Charge

Paige and Marcus Pollard own CPG and are personally involved in each project that the firm undertakes. In addition to the principals, CPG's team is comprised of nine (9) employees, including a Director of Operations, a Preservation Associate, and seven (7) staff who meet the US Department of the Interior's Professional Qualification Standards for History, Architectural History and Historic Architecture.

Paige received her undergraduate degree in City Planning with a minor in Architecture from the University of Virginia, and a graduate degree in Historic Preservation from the University of Georgia. Prior to establishing CPG, she managed the Virginia Department of Historic Resources Local Government Assistance Programs (including managing the Certified Local Government program and Cost Share Survey and Planning program) as well as the department's Tidewater Region Preservation Program, working with property owners and local governments from over 30 cities and counties. In addition, Paige has experience at the municipal level having worked for the City of Norfolk as a historic preservation planner; in that role, she revised the local historic district design guidelines, expanded the Virginia Landmarks Register and National Register listed Downtown Norfolk Historic District, and reported to the Norfolk Design Review Committee, City Planning Commission and City Council on issues related to historic resources. Paige started her career as staff Architectural Historian for the Georgia Department of Transportation, handling Section 106 and Section 4(f) compliance, evaluation, and mitigation for projects throughout the state.

Marcus received his undergraduate degree in History and Art History from the University of Virginia. Prior to working at CPG, Marcus taught advanced placement high school courses in European History, Government and Art History. Marcus left a teaching position with Norfolk Collegiate School in 2005 to take over the development of various state and National Register nominations for the firm. Since then, he has led the preparation of numerous nominations ranging from an historic African American public school to industrial warehouse complexes to small and large historic district nominations. Marcus's strong background in history and research is evident in the nominations he prepares, as they are known for the breadth and depth of information used to explain the context and significance of the resources being nominated.

For more information on CPG's team's qualifications, please see resumes below.



PAIGE POLLARD
FOUNDER/PRINCIPAL
Profile

Experience

Year Started Professional Practice: 1995

Year Started at CPG: 2004

Education

1999
Master of Historic Preservation
University of Georgia

1995
Bachelor of City Planning
Minor in Architecture
University of Virginia

Professional Affiliations

Qualifications
Meets the Secretary of the Interior’s Professional Qualification Standards for Architectural History & Historic Architecture

Memberships
City of Norfolk
Architectural Review Board, 2014-2018
City of Norfolk Historic & Architectural Preservation Committee, 2010-2014
National Alliance of Preservation
Commissions
Member, 2001-Present
NAPC CAMP Trainer, 2021-Present
NAPC Representative to Advisory Council on Historic Preservation, 2010-2012
Preservation Virginia
Member, 2004-Present

Paige Pollard oversees the office with an emphasis on client engagement and project design and development. Specifically, Paige leads the efforts to position buildings to be eligible for historic rehabilitation tax credits and works with the design team to ensure the proposed renovation plans are favorably reviewed by state and federal agencies. CPG is known for seeing difficult projects through this process in an efficient manner with outcomes that meet the client needs and schedule. Paige ensures that the team brings strong research, analysis, strategic planning, and attention to detail to each rehabilitation project.

CPG places an emphasis on strong public engagement and big picture thinking, particularly for public projects. Paige leads outreach and engagement efforts, and assists private sector clients through the public engagement process. The company sees historic rehabilitation projects as one tool in the process of placemaking to build stronger communities.

Relevant Project Experience

Preservation Plan Phase 1, City of Richmond
Richmond, VA
Community Engagement
Content Development/Policy Review
Underway

Chesterfield Heights Flood Retrofit Design Guidelines
Norfolk, VA
Project Management/Content Development
Completed 2022

Cape Charles Design Guidelines
Cape Charles, VA
Community Engagement
Content Development
Completed 2022

Virginia Beach Preservation Plan
Virginia Beach, VA
Stakeholder Engagement
Content Development
Completed 2022

Virginia Beach Historic & Cultural Districts Design Guidelines
Virginia Beach, VA
Stakeholder Engagement
Content Development
Completed 2021

Suffolk Design Guidelines
Suffolk, VA
Project Manager/Content Development
Underway



KATIE PAULSON
**PRESERVATION
PROJECT MANAGER**

Profile

Katie Paulson specializes in building treatment, specifically Historic Rehabilitation Tax Credit applications. Katie’s responsibilities at CPG include researching properties, documenting building conditions, reviewing architectural plans, describing proposed scopes of work, and coordinating with homeowners, developers, and architects to create sensitive rehabilitations that adhere to and comply with the Secretary of the Interior’s Standards for Rehabilitation.

Katie also provides support for general preservation consulting projects, including local historic district design guidelines, treatment plans, easement review, and Section 106 compliance. Deliverables for completed projects include local historic district guidelines for Cape Charles, Herndon, and Suffolk, a prototype for an Architectural Review Board training program for Preservation Virginia, and Section 106 mitigation documentation for various projects at Norfolk Naval Shipyard.

Relevant Project Experience

Cape Charles Design Guidelines

Cape Charles, VA
Project Manager/Content Development
Completed 2022

Suffolk Design Guidelines

Suffolk, VA
Project Manager/Content Development
Underway

Herndon Design Guidelines

Herndon, VA
Content Development
Completed 2020

“Caught with Curb Appeal” Grant Project

Hampton, VA
Content Development for Design Guidelines
Completed 2016

309 North Street

Portsmouth, VA
Historic Rehabilitation Tax Credit Project
Underway

231 North Sycamore Street

Petersburg, VA
Historic Rehabilitation Tax Credit Project
Completed 2019

Experience

Year Started Professional Practice: 2013

Year Started at CPG: 2014

Education

2013
Master of Science,
Historic Preservation
University of Texas at Austin

2006
Bachelor of Arts, Media Arts & Design
Minor, Art History
James Madison University

Professional Affiliations

Qualifications

Meets the Secretary of the Interior’s Professional Qualification Standards for History & Architectural History

Memberships

Virginia Beach Historic Preservation Commission
Member, 2014-Present
Historic Buildings & Districts Committee, Chair, 2014-Present
Executive Committee, Secretary, 2015-2017
National Trust for Historic Preservation
Member, 2012-Present
National Alliance of Preservation Commissions
Member, 2016-Present
Southeast Chapter of the Society of Architectural Historians
Member, 2019-Present
Preservation Virginia
Company Member, 2014-Present
Preservation North Carolina
Company Member, 2021-Present



JESS ARCHER
**GRAPHICS SPECIALIST/
ARCHITECTURAL HISTORIAN**

Profile

Jess Archer joined CPG in 2019 after pursuing a career in interior design which included work for a private college in upstate New York and a film studio in California. Combining her professional passions of design and architectural history, Jess serves as the graphics specialist at CPG. Her focus is to provide attractive and informative deliverables utilizing programs such as PowerPoint, Adobe Photoshop, Adobe InDesign, Wix, and Wordpress. Jess creates presentations, marketing tools, design guideline booklets, websites, and other graphic-oriented materials for CPG and our clients. With her knowledge of AutoCAD, Jess also produces preliminary and proposed drawings.

Beyond graphics, Jess also assists in preservation-related projects for the company. She has produced tax credit projects, authored portions of National Register Nominations, created preliminary architectural reports, and led reconnaissance-level surveys for new and updated historic districts.

Relevant Project Experience

Preservation Plan Phase 1, City of Richmond

Richmond, VA
Graphics Development
Underway

Cape Charles Design Guidelines

Cape Charles, VA
Graphics Development
Completed 2022

Virginia Beach Preservation Plan

Virginia Beach, VA
Graphics Development
Completed 2022

**Virginia Beach Historic & Cultural Districts
Design Guidelines**

Virginia Beach, VA
Graphics Development
Completed 2021

Suffolk Design Guidelines

Suffolk, VA
Graphics Development
Underway

Sledge & Barkley Building

Lawrenceville, VA
Preliminary Architectural & Engineering Report/ Graphics
Completed 2020

Experience

Year Started Professional
Practice: 2005

Year Started at CPG: 2019

Education

2014
Master of Arts, Architectural History
Certificate in Historic Preservation
Savannah College of Art & Design

2012
Master of Arts, Interior Design
Washington State University

2004
Bachelor of Family & Consumer
Sciences, Furnishings & Interiors
University of Georgia

Professional Affiliations

Qualifications

Meets the Secretary of the Interior's
Professional Qualification Standards
for Architectural History

Memberships

National Trust for Historic Preservation
Member, 2014-Present
*Southeast Chapter of the Society of
Architectural Historians*
Member, 2013-Present
Society of Architectural Historians
Member, 2012-Present
Preservation Virginia
Company Member, 2019-Present
Preservation North Carolina
Company Member, 2021-Present
*National Alliance of Preservation
Commissions*
Company Member, 2019-Present

Community Engagement

Village Studio Arts
Potter/Guild Member, 2022-Present



NATALIE BESL
PRESERVATION ASSOCIATE

Profile

Natalie Besl is a historic preservation associate and focuses on historic tax credits and historic building treatment. At CPG, Natalie’s responsibilities include property research, historic building analysis, documentation of existing conditions, tax credit application preparation, plan review, and evaluation of proposed work. Natalie also assists with advising homeowners, developers, and architects on creating sensitive rehabilitations that adhere to and comply with the Secretary of the Interior’s Standards for Rehabilitation.

In addition to her current focus on historic tax credits, Natalie has previous experience with writing National Register Nominations, Historic American Building Surveys, Section 106 mitigation documentation, and grant writing.

Relevant Project Experience

Fort Monroe Historic Tax Credit Analysis & Planning

Hampton, VA
Consultation for Fort Monroe Authority
Tax Credit Positioning of Development Areas &
Consultation for Prospective Development Teams
During Due Diligence Period
Underway

112-114 N. Sycamore Street

Petersburg, VA
Part 2 Rehabilitation Tax Credit
Underway
Mixed-use commercial & residential Historic
Rehabilitation Tax Credit Project
Phase II Underway

Historic Bell Tower Restoration, Montokuji Mission

Paia, HI
Historic research, documentation, planning, & on-site
monitoring
Completed 2018

Lahaina Residence

Paia, HI
Historic research, documentation, planning, & on-site
monitoring
Completed 2019

Burbank Street Multi-property Historic Nomination

Honolulu, Oahu, HI
Completed 2019

Experience

Year Started Professional
Practice: 2016

Year Started at CPG: 2022

Education

2016
Bachelor of Fine Arts,
Historic Preservation
Concentration in
Architectural History
*Savannah College of Art &
Design*

Professional Affiliations

Qualifications

Meets the Secretary of the Interior’s
Professional Qualification Standards for
Architectural History

Memberships

Preservation Virginia
Company Member, 2022-Present
Preservation North Carolina
Company Member, 2022-Present
National Alliance of Preservation
Commissions
Company Member, 2022-Present
Historic Hawaii Foundation
Member, 2017-2020

Community Engagement

Beach FC
Coach, 2021-2022



VICTORIA LEONARD

**ARCHITECTURAL HISTORIAN/
PRESERVATION CONSULTANT**

Profile

Victoria Leonard provides support in all CPG services areas including the development of Historic Rehabilitation Tax Credit applications, National Register Nominations, easement review and remediation, condition assessments, architectural survey, and preliminary feedback on tax credit eligibility and feasibility. Victoria’s responsibilities include researching properties; documenting existing building conditions; reviewing architectural plans; preparing written descriptions of work; and, coordinating with homeowners, developers, and architects to create sensitive and intentional rehabilitations that adhere to and comply with the Secretary of the Interior’s Standards for Rehabilitation. Additional responsibilities include field survey, photographic documentation, architectural descriptions, and site plan sketches.

As a result of understanding all project types and aspects of each project, Victoria is also the head of QAQC to provide a consistent level of excellence for all projects and deliverables within the office.

Relevant Project Experience

Barrier Islands Center

- Machipongo, VA
- Easement Remediation
 - Historic Research & Documentation
 - Completed 2021
 - Quarter Kitchen – Summary of Building Treatment c.1950s-2019, Report
 - Completed 2019
 - National Register Nomination Update
 - Completed 2021
 - Architectural Survey
 - Completed 2021
 - Easement Remediation Negotiations
 - Completed 2021
 - Consultation for Easement Remediation Completion
 - Ongoing

Hunter House Victorian Museum

- Norfolk, VA
- Comprehensive Conditions Assessment & Report
 - Completed 2021

IP Configure

- Norfolk, VA
- Historic Rehabilitation Tax Credit Project
 - Completed 2020

MacArthur Memorial

- Norfolk, VA
- Dome Analysis Memo
 - Historic Research & Condition Assessment
 - Completed 2022

Experience

- Year Started Professional Practice: 2014
- Year Started at CPG: 2017

Education

- 2015
 - Master of Historic Preservation
 - University of Georgia
- 2013
 - Bachelor of Arts, Historic Preservation
 - University of Mary Washington

Professional Affiliations

Qualifications

Meets the Secretary of the Interior’s Professional Qualification Standards for Architectural History

Memberships

- National Trust for Historic Preservation*
 - Member, 2016-Present
- Historic Fredericksburg Foundation*
 - Member, 2012-Present
- Smithsonian Institution*
 - Member, 2016-2018
- National Alliance of Preservation Commissions*
 - Member, 2016-2018
- Preservation Virginia*
 - Company Member, 2017-Present
- Preservation North Carolina*
 - Company Member, 2021-Present



ASHLEN STUMP
PRESERVATION ASSOCIATE
Profile

Experience

Year Started Professional Practice: 2020

Year Started at CPG: 2020

Education

2020
Master of Historic Preservation
Certificate in Cultural Landscape
Conservation
University of Georgia

2017
Bachelor of Arts, History
Minor in American Studies
Concentration in Public History
James Madison University

Professional Affiliations

Qualifications

Meets the Secretary of the Interior's Professional Qualification Standards for History & Architectural History

Memberships

Preservation Virginia
Company Member, 2020-Present
Preservation North Carolina
Company Member, 2021-Present
National Alliance of Preservation Commissions
Company Member, 2020-Present

Ashlen Stump specializes in historic and architectural research and survey to support the development of National Register of Historic Places nominations, architectural survey reports, historic context documents, Historic Rehabilitation Tax Credit projects, and Section 106 review and compliance documents. Ashlen also focuses on projects involving flood mitigation and Special Flood Hazard Area Exemption Applications for historic properties, and provides data analysis for CPG and our joint venture, Building Resilient Solutions (BRS).

Ashlen is involved in a variety of public engagement activities associated with CPG projects including oral histories and outreach, public meetings, public input surveys, and participating in Virginia Board of Historic Resources and State Review Board meetings. She also provides support for CPG preservation projects including local historic district design guidelines, historic preservation plans, and strategic plans.

Relevant Project Experience

African American Watermen Project
Chesapeake Bay Watershed of Virginia
Multiple Property Document, National Register
Nomination, Survey, & Public Engagement
Underway

Downtown Winston-Salem Historic District
Winston-Salem, NC
National Register Historic District Nomination &
Survey, Statewide Significance
Completed 2022

Vint Hill Farms
Vint Hill, VA
National Register Historic District Nomination &
Survey, National Significance
Completed 2021

Chesterfield Heights Flood Retrofit Design Guidelines
Norfolk, VA
Completed 2022

Berkley North Historic District Update
Norfolk, VA
National Register Nomination & Survey Update
Completed 2022

Richmond Redevelopment & Housing Authority
Richmond, VA
Architectural Survey & Historic Context Study, Section
106 Compliance
Completed 2020
Frederice A. Fay Towers Historic Rehabilitation Tax
Credit Project & National Register Nomination
Underway



ASHLEY KING

DIRECTOR OF OPERATIONS

Profile

In her role as the Director of Operations, Ashley King supports day-to-day and long-term office operations for CPG and its staff. Her responsibilities include but are not limited to general office management, admin and bookkeeping; project assistance and tracking; proposal and grant writing; and, community and client engagement. Ashley views her role at CPG as one that enhances the creative talent of the firm's staff by implementing project coordination and execution strategies.

Prior to her work at CPG, Ashley worked at Norfolk Collegiate School from 2012-2021 fulfilling multiple roles. Ashley served as their Director of Experiential Education and Community Engagement, Coordinator for Technology Integration, and teacher as well as an advisor and faculty coach. While at Norfolk Collegiate, Ashley designed and managed specialized programming for all divisions, conducted strategic planning efforts, trained faculty, developed and implemented budgets, initiated community partnerships, and wrote curriculum.

Relevant Project Experience

One Shared Story National Park Service African American Civil Rights Grant Proposal

Virginia
Grant Materials & Timeline Management
Revision & Editing
Completed 2022

Experience Institute's Experience Lab at Penn Program

Online
Workshop Design & Facilitation
2021-2022

Experience

Year Started Professional Practice: 2008

Year Started at CPG: 2022

Education

2012
Master of Arts, English & American Literature
University of Virginia

2008
Bachelor of Arts, English, *cum laude*
Washington & Lee University

Professional Affiliations

Qualifications

Project Management Institute
Disciplined Agile Scrum Master
Certified
2022

Memberships

Project Management Institute, Hampton Roads Chapter
Member, 2021-Present
Preservation Virginia
Company Member, 2022-Present
Preservation North Carolina
Company Member, 2022-Present
National Alliance of Preservation Commissions
Company Member, 2022-Present

Community Engagement

Friends of the Norfolk Public Library
Board Member, 2018-2020
Member, 2017-Present

Learning to Elevate Action Program (LEAP)

Norfolk Collegiate School
Strategic Planning, Program Design & Development
Partnership Development
Faculty Training
Budget Management
Parent & Community Engagement
Launched 2019-2020, following multi-year strategic planning cycle

Summer Internship Program

Norfolk Collegiate School
Program Design & Development
Student & Community Partner Recruitment
Resume & Workplace Professionalism Workshop Design and Facilitation
Internship Placement

REFERENCES, INNOVATION, & TECHNOLOGY in PROJECT EXECUTION & WORK SAMPLES

References

Katie Nunez, Zoning Administrator, Town of Cape Charles, VA, 2 Plum Street, Cape Charles, VA 23310 | 757-331-2036

CPG conducted stakeholder engagement, reviewed all current policies, ordinances, guidelines and supplementary material, and prepared an update to the historic overlay district design guidelines. This project took slightly over one year due to the need for significant stakeholder engagement and delays due to the COVID-19 pandemic and to accommodate the Town staff's schedule. The project principal at CPG was Paige Pollard, (757) 286-8602. The principal contact with the Town of Cape Charles was initially John Hozey, Town Manager; however, toward the end of the project, Katie Nunez, Zoning Administrator (and staff to the local review board), took over as the principal contact.

Blake McDonald, Manager, Architectural Survey & Cost Share Grant Program Survey & Info. Management Division, Virginia Department of Historical Resources, 2801 Kensington Avenue, Richmond, VA 23221 | (804) 482-6086

CPG prepared the first ever design guidelines for the City of Virginia Beach Historic & Cultural Districts as well as an update to the City of Virginia Beach Historic Preservation Plan. Both projects were funded with grants from the Virginia Department of Historic Resources and were developed in tandem. The project principal at CPG was Paige Pollard, (757) 286-8602. CPG coordinated directly with staff from both VDHR and the City of Virginia Beach, and Blake McDonald served as the primary project contact for VDHR. The Design Guidelines component was completed in approximately seven months and the Preservation Plan was largely complete in a year, with local review and final revisions occurring over another year due to the detailed internal review process at the City of Virginia Beach.

Mel Price, Principal, Work Program Architects, 400 Granby Street, Suite 301, Norfolk, VA 23510 | (757) 227-5310

CPG provided content development in support of the Town of Herndon Design Guidelines update, working under our prime, Work Program Architects. WPA provided urban design content and graphic layout, while we teamed on public engagement and outreach, as well as final content development. This project took approximately two years, with delays experienced during COVID, and also to accommodate significant community engagement. The project principal at CPG was Paige Pollard, (757) 286-8602. Mel Price was our primary contact for the project.

Innovation and Technology in Project Execution

CPG has prepared multiple sets of design guidelines and standards for local governments across Virginia; we have found that updating design guidelines and/or standards requires significant public engagement. We applaud the Town of Smithfield for recognizing that the Entrance Corridor and Local Historic District guidance documents should be revised at the same time and by the same project team. As we found in our recent work for the City of Virginia Beach (funded in part by the Virginia Department of Historic Resources), this decision will lead to a more streamlined set of documents which will be easier for all stakeholders to use and which will establish a consistent identity for the Town from the entry corridor through the local district.

CPG's process begins with individual stakeholder interviews and an in-depth analysis of existing policies and procedures to determine if there are any issues with current guiding documents and process. This initial comprehensive audit enables us to directly address any recurring issues, debunk any stated concerns that are not borne out by further investigation, and maintain a transparent process throughout development of the guidelines and standards. The results of stakeholder engagement are presented in a public meeting that, ideally, includes staff, members of the review board, Town Council and the community – this enables us to share the results of

the engagement effort, which, in turn, forms the basis of design for our guidelines and/or standards. CPG uses the stakeholder engagement and document review results to tailor the content, organization, layout, and language within the new/updated guidance documents to meet the specific needs of the community. We ensure that our design guidelines are a useful tool for all stakeholders, including property owners, business owners and tenants, local staff, review board members and Town Council. During the COVID-19 pandemic, we completed three sets of design guidelines and modified the method of public engagement to a virtual or hybrid format as necessary to ensure stakeholders felt safe and all activities were compliant with public health recommendations. The means and method of stakeholder engagement was continuously revised to respond to conditions at the time stakeholder input was needed.

In order to effectively and efficiently implement our project approach, CPG utilizes ArcGIS, Adobe InDesign, and standard Microsoft Office software for most of its design guidelines projects. Additionally, for public engagement, beyond in-person strategies, CPG employs various social media and other technology platforms depending on client preferences. We find that this amalgamation of resources addresses our needs and can typically be supported by the local government after we complete our work. In this way, the data remains available and the guidelines can be easily updated by local government staff as needed over time.

Digital surveys are typically created and distributed and input is sorted and analyzed through our ArcGIS account. Adobe InDesign is used to create a graphic “brand” for the guidelines; we utilize the existing brand, graphic standards, colors, fonts and logos from the Town and will supplement that as needed to create guidelines that are graphically engaging, professional, and serve the users effectively.

Work Samples

Our most recently completed design guidelines projects were for the City of Virginia Beach, VA and the Town of Cape Charles, VA. In response to the file size limitations outlined in the RFP, we have provided one-sheet summaries of each project in the Attachment 2 section of this document; digital links to the full files are below.

[Virginia Beach Historic & Cultural Districts Design Guidelines](#)

[Town of Cape Charles Historic District Design Guidelines](#)

Each of these projects required a specifically tailored approach, a need CPG is uniquely poised to accommodate. Both communities have areas within their districts that required us to address flooding and mitigation efforts for historic properties. In both instances, we reviewed the local floodplain ordinance, made recommendations for utilization of exemption and exception opportunities (where appropriate), and set up application and review standards for historic property renovations which triggered flood mitigation efforts. In this way, we enabled the property owner, staff and review board to approach flood mitigation in a manner that is both responsive to the specific needs (and risks) of the property and to the level of risk and historic nature of the building.

Additionally, both of these communities had specific concerns about alternative materials. We worked with the communities to understand their level of acceptance of alternative materials and also the circumstances under which alternative materials are most often requested. We then developed a process for evaluating the condition of the original (or existing) materials and determining whether the proposed alternative material is appropriate. We utilize a decision matrix instead of a static list so that future boards can evaluate any material that might come before them (rather than working from a fixed list of materials which will not respond to changes in what is available). Most importantly, we have developed this decision matrix to foster continuity in the board’s evaluation process and to ensure continued compliance with the requirements of the Certified Local Government program.

WORK PLAN (PROJECT UNDERSTANDING)

CPG understands that the Town of Smithfield is requesting an update of the existing Historic District guidelines as well as an update to the existing Entrance Corridor overlay guidelines. While this will result in two distinct guidance documents, they are interrelated. Their implementation should result in a cohesive experience as one enters and proceeds through the Town of Smithfield. Therefore, it is important that these two documents are developed in tandem and that they are related to one another.

CPG will meet with Town Staff at a project kick-off meeting. Prior to the meeting, CPG staff will review readily available information about both districts, and will be prepared with a list of questions and requests for additional information which would be helpful for the project. In addition, CPG will tour the districts with Town Staff in an effort to understand specific “hot button” issues, and to learn about the priorities and challenges within each district. (Note that CPG has prepared several historic tax credit applications for properties in Smithfield and thus has familiarity with the historic district through that experience.)

In order to develop a responsive pair of guidelines, CPG will conduct a review of any additional material that the Town staff can provide, which should include all pertinent planning and policy documents related to the districts like plans, zoning information, histories, photographs, National Register nominations and maps from the planning staff and other sources as well as the existing design guidelines associated with both districts. CPG will then identify any inconsistencies among the articles, zoning districts, associated documents, and current state code. Using this information, we will develop map and boundary updates, recommended ordinance revisions, and items for Administrative Approval.

CPG will develop both draft guidelines using a similar layout and branding in order to further underscore that they are related and intended to result in a cohesive set of expectations for development in the Town. In particular, the Historic District guidelines will include an educational component intended to assist property owners and designers in understanding the expectations of the board in application development as well as guidelines for the board to apply in review of applications. Both sets of guidelines will be broken into chapters and each will have similar topics, but the guidelines within each district will be tailored to the specific ordinance and zoning restrictions. For example, chapters will address contributing resources, non-contributing resources, and new construction as each, necessarily, will have different expectations. The Historic District guidelines will be developed in accordance with the Secretary of the Interiors Standards for Rehabilitation in order to ensure that the Town will maintain its CLG designation. The Entrance Corridor overlay guidelines will be developed to protect the heritage resources and guide design for new construction within the entry corridor.

In all, this effort will result in a streamlined set of design guidelines for each district which will clarify the individual purpose of each district, review expectations, and the approach to treatment of designated properties (contributing, non-contributing, heritage, and new construction). The end result will be user friendly, graphically-oriented, yet technically sophisticated, documents for more effective and efficient implementation of the local historic district and entry corridor overlay regulations. The supplementary work will enable the Town to champion appropriate ordinance updates to address inconsistencies in existing documents, to establish Standards where feasible, and to accommodate Administrative Review in areas that are not detrimental to maintaining the character of the entry corridor and historic district.

As a Certified Local Government, the Town of Smithfield must also coordinate its policies and procedures with the Virginia Department of Historic Resources (VDHR). CPG understands this obligation and welcomes the involvement of VDHR staff in any way. We will ensure the deliverables meet VDHR requirements and will coordinate any review or approvals which are necessary or desirable for the Town of Smithfield.

In order to ensure a seamless process of adoption (including the necessary public hearing), CPG strongly supports the goal of engaging property owners within the district during development of the guidelines. We recognize that excellent outreach and engagement results in a higher level of trust among property owners who will be regulated by the design guidelines, and that it is very important to intentionally engage them throughout the process. This approach will enable us to explain the process and address questions from property owners in advance of the public hearing to consider adoption of the guidelines. The schedule in the next section outlines our preliminary recommendations for stakeholder engagement, pending input from Town Staff.

As outlined in the RFP, CPG proposes to provide ten (10) bound copies each of the draft and final Design Guidelines for both the Historic District and the Entrance Corridor and will also provide digital copies of all draft and final materials via a platform and application that is acceptable to the Town of Smithfield.

COST & COST CONTAINMENT

Note: CPG anticipates that there will be overlap in local governing documents (the zoning ordinance, public engagement initiatives, and general goals for character within the Local Historic District and Entrance Corridor and therefore anticipates significant overlap and/or related development of the two documents. Therefore, pricing reflects total anticipated hours for each milestone of the project, as we believe breaking hours apart between the two documents would be arbitrary and would not accurately reflect the shared content and thought process in development of the two documents.

Preliminary Analysis	Hours	Rate	Fee	Role	Notes
Review zoning, pres engagement, ordinance, guideliens, and processes for Local Historic District & Entrance Corridor	10	\$120.00	\$1,200.00	Project Manager	
Review zoning, pres engagement, ordinance, guideliens, and processes for Local Historic District & Entrance Corridor	10	\$105.00	\$1,050.00	Arch Historian	
Visit and document Locan Historic District & Entrance Corridor	8	\$105.00	\$840.00	Arch Historian	
Coordinate input from Town Staff re: Needs of Update, Reorganization, Etc. for Local Historic District & Entrance Corridor	2	\$120.00	\$240.00	Project Manager	
Coordinate input from Town Staff re: Needs of Update, Reorganization, Etc. for Local Historic District & Entrance Corridor	6	\$105.00	\$630.00	Arch Historian	
Recommendations for ordinance update - including CLG agreement requirements (for Local Historic District only), preliminary draft language (for Local Historic District & Entrance Corridor)	16	\$120.00	\$1,920.00	Project Manager	<i>This task doesn't appear in scope, but is recommended for ease of adoption and implementation</i>
Recommendations for ordinance update - including CLG agreement requirements (for Local Historic District only), preliminary draft language (for Local Historic District & Entrance Corridor)	8	\$150.00	\$1,200.00	Principal in Charge	<i>This task doesn't appear in scope, but is recommended for ease of adoption and implementation</i>
Public Engagement					
Stakeholder Interviews and analysis of input regarding Local Historic District & Entrance Corridor	30	\$120.00	\$3,600.00	Project Manager	<i>This includes internal and external stakeholder engagement.</i>
Stakeholder Interviews and analysis of input regarding Local Historic District & Entrance Corridor	30	\$150.00	\$4,500.00	Principal in Charge	<i>This includes internal and external stakeholder engagement.</i>
Draft Local Historic District Guidelines & Draft Entrance Corridor Standards Public Presentation (2 total)	12	\$105.00	\$1,260.00	Arch Historian	
Draft Local Historic District Guidelines & Draft Entrance Corridor Standards Public Presentation (2 total)	12	\$150.00	\$1,800.00	Principal in Charge	
Meeting/Presentation to Town Officials re: Draft Local Historic District Guidelines & Draft Entrance Corridor Standards	8	\$105.00	\$840.00	Arch Historian	
Meeting/Presentation to Town Officials re: Draft Local Historic District Guidelines & Draft Entrance Corridor Standards	8	\$150.00	\$1,200.00	Principal in Charge	
Public Hearing and presentation support for Local Historic District Guidelines & Entrance Corridor Standards	16	\$120.00	\$1,920.00	Project Manager	
Document Development & Revisions					
Design Local Historic District Guidelines & Entrance Corridor Standards Text	25	\$120.00	\$120.00	Project Manager	
Design Local Historic District Guidelines & Entrance Corridor Standards Text	100	\$105.00	\$10,500.00	Arch Historian	
Design Local Historic District Guidelines & Entrance Corridor Standards Graphic Development	150	\$105.00	\$15,750.00	Graphic Designer/ Arch Historian	
Draft revisions - Local Historic District Guidelines & Entrance Corridor Standards	10	\$120.00	\$1,200.00	Project Manager	
Draft revisions - Local Historic District Guidelines & Entrance Corridor Standards	20	\$105.00	\$2,100.00	Arch Historian	
Pre-final draft revisions QAQC - Local Historic District Guidelines & Entrance Corridor Standards	10	\$150.00	\$1,500.00	Principal in Charge	
Pre-final draft revisions QAQC - Local Historic District Guidelines & Entrance Corridor Standards	16	\$105.00	\$1,680.00	QAQC/Arch Historian	
Final Local Historic District Guidelines & Entrance Corridor Standards	10	\$105.00	\$1,050.00	Arch Historian	
Administrative Support	8	\$65.00	\$520.00	Office Operations	
Printing			\$1,770.20		2 documents, 10 draft copies of each document, 10 final copies of each document, 100 pages each, full color, 2 page spread double sided format, quality paper
Total Estimate	525		\$61,270.20		

Proposed Schedule

February 1, 2023

Notice to Proceed

February 1-15, 2023

Review all existing documents and identify inconsistencies/recommended revisions

Conduct Project Kick Off Meeting & Site Visit

Town Staff to Provide (for each district type):

- Sample Application
- Sample Staff Report(s)
- Sample Complete Application
- Sample Approval Letter
- Sample Appeal
- Identify repeat complaints about current guidelines/process
- Identify items working well in current guidelines/process
- Copy of CLG agreement document

February 15-March 15, 2023

Public Meeting/Citizen Engagement & General Public Meeting

- Introduce project/team
- Solicit Input/Interest in Stakeholder Interviews
- Outline Schedule and Deliverables

Stakeholder Interviews*

- Staff Perspective
- BHAR, PC and TC Perspective
- Property Owner Perspective
- Business Owner Perspective

*Town staff to schedule and provide location/notification of stakeholder meetings.

March 15-June 15, 2023

CPG develops outline and graphic sample of both sets of guidelines

CPG develops outline of recommended ordinance updates

CPG presents recommendations to BHAR

June 15-July 15, 2023	Town Staff (and VDHR as appropriate) review outlines and return comments
July 15-Sept 15, 2023	CPG develops texts for both sets of design guidelines drafts
Sept 15-Oct 15, 2023	Town Staff (and VDHR as appropriate) review drafts and return comments
Around Oct 1-15, 2023	Public Engagement Meeting – Present Draft guidelines, Solicit comments
Oct 15-Nov 15, 2023	CPG revises draft – delivers pre-Final draft
Nov 15-Dec 1, 2023	Town Staff (and VDHR as appropriate) review pre-final draft and return comments
Dec 1-Dec 8, 2023	CPG finalizes Guidelines
Dec 15, 2023	CPG delivers final documents to Town (and VDHR as appropriate)
TBD	Town of Smithfield public hearing for adoption



ATTACHMENT 2: PROJECT SUMMARIES

3 VIRGINIA BEACH HISTORIC & CULTURAL DISTRICTS

3.8 FRANCIS LAND HOUSE DISTRICT

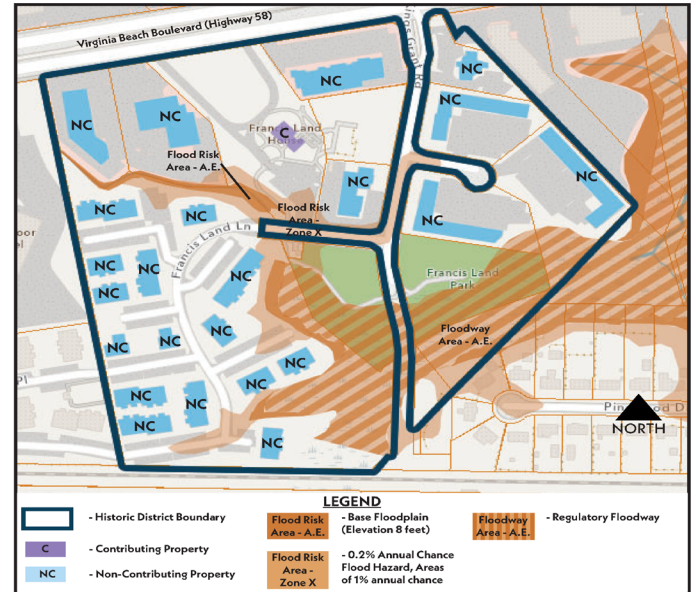


Primary Resource - west corner (northwest facade and southwest elevation) looking east

The Francis Land House was constructed circa 1805 by Francis Moseley Land, the sixth generation of the Land family to live on the property since the mid-17th century. It is a two-story Georgian style design with a gambrel roof. The most notable features are the Flemish bond brickwork and the rubbed brick jack arches above the windows on the north façade. Additions on the back include a one-story circa 1920 porch that was partially enclosed in the 1940s and a 1950s addition that supported the Rose Hall Dress Shop operation. The property has served as the Francis Land House historic house museum since 1986. The following pages provide general information and page XX lists historic features that are key to preserving at the Francis Land House during any proposed projects.

The district encompasses the historic house and 35 acres of land purchased by the City of Virginia Beach in 1975. The City's Economic Development Department marketed the parcels generally for commercial use. The historic district overlays implemented to occur new construction in the district would be architecturally compatible with the historic resources. The district includes the historic house, the Francis Land House, and the surrounding area, including the decks along a wooded wetland and marsh.

BOUNDARY, CONTRIBUTING RESOURCES, & FLOOD MAP



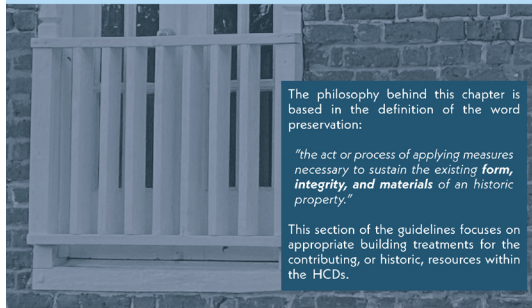
VIRGINIA BEACH CULTURAL & HISTORIC DISTRICTS DESIGN GUIDELINES

Virginia Beach, Virginia

The City of Virginia Beach contains sixteen different Cultural & Historic Districts that contain anywhere from one to more than sixty buildings (contributing and noncontributing). These circumstances dictated a document tailored to each district's unique features while still providing guidelines with a level of standardization that could be easily applied to all districts. CPG produced a final product where all districts were featured with general information relevant to any stakeholder to understand when proposing or reviewing a project. Additionally, the guidelines highlighted each district's contributing characteristics that would be necessary to retain and preserve while providing design approaches to be considered when projects addressed noncontributing resources. Following these individualized sections, the document proceeded with more generalized guidelines in keeping with the Secretary of the Interior Standards for Rehabilitation best practices for all projects as well as flood mitigation guidelines necessary for the city's geography.



4 DESIGN GUIDELINES FOR CONTRIBUTING (HISTORIC) RESOURCES



PROJECT OVERVIEW

Completion
November 2021

Scope of Work
Multiple districts unified under one set of Design Guidelines
Creation of a Graphics-Oriented Design Guidelines Ordinance & Policy Review

Project Intent

Virginia Beach contains sixteen different Cultural & Historic Districts that contain anywhere from one to more than sixty buildings (contributing and noncontributing). These circumstances dictated a document tailored to each district's unique features while still providing guidelines with a level of standardization that could be easily applied to all districts. CPG produced a final product where all districts were featured with general information relevant to any stakeholder to understand when proposing or reviewing a project. Additionally, the guidelines highlighted each district's contributing characteristics that would be necessary to retain and preserve while providing design approaches to be considered when projects addressed noncontributing resources. Following these individualized sections, the document proceeded with more generalized guidelines in keeping with the Secretary of the Interior Standards for Rehabilitation best practices for all projects as well as flood mitigation guidelines necessary for the city's geography.



CAPE CHARLES HISTORIC DISTRICT DESIGN GUIDELINES

Cape Charles, Virginia

5

PRIMARY BUILDING TREATMENT

BOARD REVIEW

- b. New buildings should not be placed at an angle on the lot if adjacent historic buildings are parallel to the lot lines.
- 3. Massing/Scale/Form: New buildings should maintain similar massing, scale, and form to adjacent historic buildings.
 - a. Unless historically present, avoid combining lots to create an oversized or undersized site which is incongruous with the surrounding development.
 - b. New construction should be consistent with the established height and scale already existing on the block. New structures should be no more than 10% taller or shorter than the average building on the block and at a maximum height of 40 feet, as stipulated in Article 3 of the zoning ordinance.
 - c. Maintain a floor-to-ceiling height that is generally in keeping with adjacent buildings to ensure visual cohesion along a block.
 - b. Utilize neighboring buildings to inform the overall form. Adjacent contributing resources can help determine appropriate and compatible building footprints and roof forms. Do not mix and match historic styles when proposing contemporary compatible new construction.

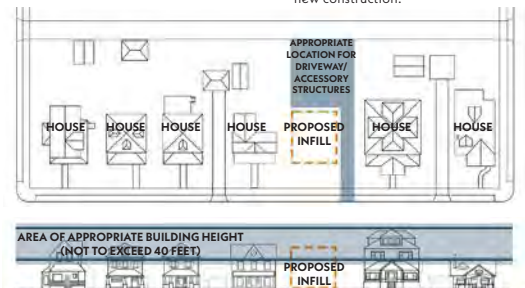


Figure 5-46 - The above diagram shows a typical residential streetscape in Cape Charles. Placement of a new building should maintain similar heights as neighboring buildings to maintain a consistent rhythm.

5-42 Cape Charles Historic District Overlay Design Guidelines: Chapter 5

PROJECT OVERVIEW

Completion
December 2022

Scope of Work

Community Outreach &
Stakeholder Engagement
Creation of a Graphics-Oriented Design Guidelines
GIS Mapping
Ordinance & Policy Review



Project Intent

As a Certified Local Government, the town of Cape Charles had an existing set of local design guidelines for their local historic district. Working within the town's established preservation philosophy as well as the Secretary of the Interior Standards for Rehabilitation best practices, CPG was tasked with updating the guidelines. Extensive engagement was undertaken with the community and stakeholders through public meetings, an on-line survey, and interviews to garner input on issues involving current guidelines and local review procedures. The result was an updated version of the guidelines that relies on graphic-oriented examples, revisions to the local processes, and user-friendly guidance for all stakeholders to use when proposing and reviewing projects within the district. The guidelines recently received unanimous town council approval.



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CONDITIONS AND INSTRUCTIONS

Rev 6/6/2016

1. **Use of Form:** All proposals should be submitted in electronic (.pdf) format in accordance with this form. The Offeror may attach/scan other information as required to the electronic document that will be made a part of the proposal. Electronic submittals on CD, DVD, memory sticks, or other electronic media will be accepted if delivered prior to the closing time. The preferred method of delivery is by an attachment to an email addressed to: lking@smithfieldva.gov. The Town's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: lking@smithfieldva.gov. The subject line must show the proposal number and name. This form shall be included as part of your submittal; else, your response may be considered 'non-responsive.'
3. **Late Proposals:** Proposals and amendment thereto sent electronically to Purchasing after the date and time specified, will not be considered. It will be the responsibility of the Offeror to see that their proposal is properly sent to Purchasing as specified. There will be no exceptions. Electronic proposals sent as an email attachment will show the date and time sent. This date will be used to determine whether a submittal was timely or not. To be considered, the submittal must be sent prior to the closing date published on the front cover.



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4. **Town Offices Closures:** Should the Town's offices, or the electronic network connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be opened on the next business day of the Town, at the original scheduled hour, or as soon as connectivity is restored during normal business hours. The opening is not a public event. The names and number of responses shall not be disclosed until negotiations are complete and a decision to award has been made. At that time the file will be made available to Offerors to review.
5. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the Town of the offer to furnish the prescribed or services and deliverables as described therein, shall constitute a contract between the Offeror and the Town, which shall bind the Offeror to furnish and deliver those services and products at the prices stated and in accordance with the conditions of the accepted proposal and the executed Agreement; and the Town on its part to order from such Offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
6. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time by submitting such a request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
7. **Addenda:** If issued, addenda to this solicitation will be posted on the Town's website (<https://www.smithfieldva.gov/>) and on the Commonwealth's bid board (eVA) <http://eva.virginia.gov/>. It is the Offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda should be indicated on the proposal form.
8. **Award:** Award will be made to the Offeror considered at the Town's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Non-Professional Services as outlined in the Virginia Public Procurement Act.
9. **Announcements:** Upon the award or the announcement of the decision to award a contract, the Town will publicly post such notice on the bulletin board located in the Town's Administrative Offices and on the Town's web site: <https://www.smithfieldva.gov/> and Commonwealth's bid board (eVA) <http://eva.virginia.gov/>.
10. **Town's Rights:** The Town reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the Town.
11. **Delivery:** The time of delivery of services must be stated in definite terms. If time of delivery for different goods and/or services varies, the Offeror shall so state.
12. **Silence of Specifications:** The apparent silence of these specifications and any

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supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

13. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The Offeror agrees that its contract performance shall be in strict conformance with the contract documents.
14. **Rights to Damages:** By signing this proposal, the Offeror assigns to the Town any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the Town.
15. **Anti-Collusion:** The Offeror certifies by signing this Request for Proposals that this proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-Consultant s or sub-consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.
16. **Indemnification:** The Consultant shall defend, indemnify and hold the Town, and the Town's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Consultant, its employees, agents, and volunteers, or incurred by or claimed against the Town, the Town's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Consultant. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the Town due to the negligent, fraudulent or criminal acts of the Consultant or any of the Consultant's officers, shareholders, employees, agents, Consultant s, sub-Consultant s, or any other person or entity acting on behalf of the Consultant. Unless otherwise provided by law, the Consultant's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Consultant under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

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17. **Copyright Protection:** The Consultant agrees to defend and save the Town, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
18. **Laws, Regulations:** The Consultant shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Consultant shall at all times observe and comply with all such laws, ordinances and regulations.
19. **Alien employment:** The Consultant certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
20. **SCC Authorization:** All Offerors authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal or proposal a statement describing why the Offeror or Offeror is not required to be so authorized.

SCC Number, or Statement: S1325689

Any business entity that enters into a contract with a public body pursuant to this chapter 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, as amended, to be revoked or cancelled at any time during the term of the contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
21. **Default:** In event of default by the Consultant, the Town reserves the right to procure the goods and/or services from other sources, and hold the Consultant liable for any excess cost occasioned thereby. Such actions taken by the Town shall not release the Consultant from additional remedies that may be allowed by law.
22. **Availability of Funds:** When a contract resulting from this solicitation involves multiple fiscal periods, such contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The Town's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
23. **Appeals Procedure:** Upon your request, administrative appeals information will be

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provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.

24. **Faith-based Organizations:** The Town of Smithfield does not discriminate against faith-based organizations.
25. **Anti-Discrimination:** By submitting their proposals, Offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Consultant agrees as follows:
 - a) The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans 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.
 - b) 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 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 these requirements.
 2. The Consultant will include the provisions of Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.
26. **Drug-Free Workplace:** During the performance of this contract, the Consultant agrees to

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(1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.

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

27. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the Town.
28. **Independent Consultant:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the Town.
29. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the Town. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The Town shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the Town. If the Town delays the project for any reason for a continuous period of ninety (90) days or more, the Town and Consultant will negotiate a mutually agreeable adjustment to the Consultant's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the Town due to causes within the Town's control, the above waiver or release shall not apply.
30. **Governing Law:** This Agreement is made, entered into, and shall be performed in the Town of Smithfield, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of Isle of Wight, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

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The Consultant shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the Town or written instruction/order from the Court.

31. **Severability:** If any provision of a contract resulting from this solicitation, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

32. **Termination for Convenience:** The Town may at any time, and for any reason, terminate this Contract by written notice to Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this Contract. In the event of such termination, Consultant shall be paid such amount as shall compensate Consultant for the work satisfactorily completed, and accepted by the Town, at the time of termination. If the Town terminates this Contract, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the Town any work completed or in process for which payment has been made.

After the first contract term the Consultant may at any time, and for any reason, terminate the Contract by written notice to the Town specifying the termination date, which shall not be less than thirty (30) days from the date such notice is mailed.

33. **Termination for Cause:** In the event that Consultant shall for any reason or through any cause be in default of the terms of this Contract, the Town may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Proposal/ or as provided in this Contract.

Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Consultant to cure the default, the Town may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the Town any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the Town and provisions herein with respect to opportunity to cure default shall not be applicable.

34. **Contact Prohibition:** Direct contact with Town departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and

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permission of the Purchasing Agent. Violation may result in a determination that your firm is ineligible for an award.

35. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an Offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the proposal, negating possibility of an award to that Offeror. Contractual documents submitted by the successful firm after an award will not be accepted.
36. **Consultant Failure to Perform:** Failure of the Consultant to perform the contract by reason of the Town's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the Town, and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the Town of any other rights or remedies available to the Town by law or contract.
37. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, the contract documents shall control.
38. **Records and Inspection:** The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Consultant by the Town. The Town shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the Town to the Consultant pursuant to this contract or any renewal or extension of this contract. The Town's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
39. **Rights and Remedies Not Waived:** In no event shall the making by the Town of any payment to the Consultant, or the waiver by the Town of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by the Town of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by the Town while any such breach or default exists shall not impair or prejudice any right or remedies available to the Town.
40. **Entire Agreement:** A resultant contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by

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the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

41. **Conflicts of Interests:** Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the Town. The Town may not procure supplies, equipment, materials or other goods from a Consultant on the same project.
42. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to the Town, correct or revise any errors or deficiencies in his performance. Neither the Town's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the Town, and the Consultant shall remain liable to the Town for all costs which are incurred by the Town as a result of the Consultant's negligent performance of any of the services furnished under this Agreement.
43. **Changes and Additions:** It shall be the responsibility of the Consultant to notify the Town, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the Town, in writing.

It is understood and agreed to by both the Town and the Consultant that such modifications or additions to this Agreement shall be made only by the full execution of the Town's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Consultant on such modification or addition to this Agreement prior to the Town's execution of its standard Agreement change order form shall be at the total risk of the Consultant and said work may not be compensated by the Town.
44. **Exemption from Taxes:** The Town is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the Town's tax-exempt status will be furnished by the Town upon request.
45. **Debarment Status:** By submitting a proposal, proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
46. **Safety:** All Consultants and sub-consultants performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and Town Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

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47. **License Requirement:** All firms doing business in the Town are required to be licensed in accordance with the Town business license ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Any questions concerning business licenses should be directed to the Treasurer's Office, telephone (757) 365-4200.
48. **Consultant's Form:** In cases where the Town may accept the Consultant's form agreement, whereas certain standard clauses that may appear in the Consultant's form agreement cannot be accepted by the Town, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Consultant's form contract, the Town's contract addendum shall prevail over the terms of the Consultant's agreement in the event of a conflict.
49. **Offeror's Qualifications:** Only proposals from established Consultants for work similar in scope to work herein shall be considered; the Town reserves the right to request specific reference information prior to award. Offeror shall demonstrate that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein. The Town may, at its option, disqualify an Offeror and reject his proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:
- Evidence of collusion among Offeror.
 - Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-consultants
 - Default on any previous contract.
 - For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
 - Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
 - Consultant does not meet project-specific requirements, as identified in the Contract Documents
50. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the Town location(s) at the unit cost. No additional shipping charges shall be allowed.
51. **Contract Quantities:** The quantities specified in the Request for Proposals are estimates only unless otherwise clearly noted and are given for the information of Offeror and for the purpose of proposal evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the Town shall be obligated to purchase under the contract or relieve

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the Consultant of his obligation to fill all orders placed by the Town, except as clearly noted.

52. **Competition Intended:** It is the Town's intent that the Request for Proposals (RFP) permits competition. It shall be the Offeror's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent prior to the date set for proposals to close.
53. **Insurance:** The successful Offeror shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Town by the Offeror, his agents, representatives, employees or sub-consultants. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.
1. General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.
 - a) Minimum Limits, General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit
 2. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Offeror, his agents, representatives, employees or sub-consultants.
 - a) Minimum Limits, Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit
 3. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.
 4. Professional Liability:
 - a) The successful Offeror shall provide the Town with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
 - b) The Town policy shall be endorsed to include the Town's officials, officers, agents and employees as insured. The E&O Policy shall include the



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- successful Offeror and the Offeror's sub-consultants of every tier as the Offeror designated in the declarations.
- c) The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town and Town's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
 - d) Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the Town with forty-five (45) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.
5. Coverage Provisions:
- a) All deductibles or self-insured retention shall appear on the certificate(s).
 - b) The Town, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - c) The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the Town.
 - d) Shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - e) All coverage for sub-consultants of the Offeror shall be subject to all of the requirements stated herein.
 - f) All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductible or self-insured retention; or the Offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - g) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Town, its' officers/officials, agents, employees and volunteers.
 - h) The insurer shall agree to waive all rights of subrogation against the Town, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 - i) The Offeror shall furnish the Town certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - j) All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from Town's Risk Officer.
 - k) All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

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54. **Payments to Sub-consultants:** Within seven days after receipt of amounts paid by the Town for work performed by a sub-consultant under this contract, the Consultant shall either:

1. Pay the Sub-consultant for the proportionate share of the total payment received from the Town attributable to the work performed by the Sub-consultant under this contract; or,
2. Notify the Town and Sub-consultant, in writing, of his intention to withhold all or a part of the Sub-Consultant's payment and the reason for non- payment.

The Consultant shall pay interest to the Sub-consultant on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Consultant tractor shall include in each of its subcontracts a provision requiring each Sub-consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-consultant.

The Consultant's obligation to pay an interest charge to a Sub-consultant pursuant to this provision may not be construed to be an obligation of the Town.

55. **Ownership of Documents:** Any reports, specifications, blueprints, negatives or other documents prepared by the Consultants in the performance of its obligations under the resulting contract shall be the exclusive property of Town, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultants shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting contract without the prior written consent of Town. Documents and materials developed by the Consultant under the resulting contract shall be the property of Town; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. The Town agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultants is not the firm of record.

56. **Default on Taxes:** The Town reserves the right to withhold payment to any consultant that is in arrears, or in default to the Town on any debt or Contract, or that has defaulted as a surety, or otherwise on any obligation to the Town.

57. **Contractual Disputes:** The Consultant shall give written notice to the Purchasing Officer of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

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The written claim shall be submitted to the Purchasing Officer no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Officer shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Officer's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

58. **Responsibility for Making Corrections:** The Consultant shall, without additional costs or fee to the Town, correct or revise any errors or deficiencies in its performance. The Town's review, approval, or acceptance of, nor payment of any of the services required under the contract shall be deemed a waiver of rights by the Town as a result of the Engineer's negligent performance of any of the services furnished under the contract.

59. **Submissions:** All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the Town's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the Town's Project Manager.

60. **Payments to the Town:** The Town prefers to make payment with the Town's Purchasing Card, or by direct deposit. If you are willing to use either of these methods, please register at the following sites:

Pcards: www.bankofamerica.com/epayablesvendors

Direct Deposit: www.paymode.com/smithfieldva

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SIGNATURE SHEET

(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also 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.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Town of Smithfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: Commonwealth Preservation Group, LLC

Address: 536 W. 35th Street Norfolk, VA 23508

Federal ID No.: 20-1599162

Telephone No. (757) 923-1900 Fax No. _____

Name (type/print): Paige Pollard Title: Principal

Signature: 

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PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

(RFP #22-006)

Name of Firm/Offeror: Commonwealth Preservation Group, LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342F 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, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons 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 a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
References, Innovation, & Technology in Project Execution & Work Samples	13-14	The details related to innovation in our firm's approach to this type of project (and past examples of similar composition), including our use of technology, is unique to our team and should be treated as proprietary.

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ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE TOWN OF SMITHFIELD HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE OFFEROR'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 OFFEROR'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 OFFEROR THAT THE OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBOFFEROR 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 OFFEROR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY

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SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBOFFEROR OR VENDOR.

Name and Address of Bidder:	Date: 1/6/23
Commonwealth Preservation Group, LLC	By: 
536 W 35th Street	Signature In Ink
Norfolk, VA 23508	Paige Pollard
	Printed Name
Telephone Number: (757) 923-1900	Principal
Fax Phone Number: ()	Title
FIN/SSN#: 20-1599162	

Is your firm a "minority" business? ☒ Yes ☐ No

If yes, please indicate the "minority" classification below:

☐ African American ☒ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other;

Please Explain: CPG's founding principal and majority owner is of Puerto Rican and Cuban descent; as such, we are certified as a Small, Woman and Minority Owned Business by the Commonwealth of Virginia

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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, by and between the Town of Smithfield, Virginia whose principal office is 310 Institute St, Smithfield, Virginia 23430, hereinafter called "OWNER", party of the first part, and _____, hereinafter referred to as "CONSULTANT", party of the second part.

The CONSULTANT did, on the ____th day of _____, 2022, submit an offer to perform such services stipulated in accordance with the terms of terms and conditions included in RFP#22-006, Historic District Guidelines and Entrance Corridor Overlay Guidelines Update.

It is mutually understood and agreed by the parties hereto that the Request for Proposals inviting Consultant s to make offers as published; the Conditions of original Contract (General, Special, Supplemental and other conditions as they may be titled); the General and Detailed Specifications; all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract; all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

a. The CONSULTANT agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made apart hereof in strict compliance with the Contract Documents for an amount agreed upon and shown in Exhibit A, subject to adjustment as provided in said documents.

b. Periodic payments based on hours worked and allowable expenses as negotiated and described in Attachment A, for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.

c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the Town and the CONSULTANT that any modifications or additions to this agreement shall be made only by the full execution of the Town 's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONSULTANT on any such modification or addition to this AGREEMENT prior to the Town 's execution of its standard Contract Change Order form shall be at the total risk of the CONSULTANT and said work shall not be compensated by the Town.

d. CONSULTANT agrees to begin the work within ten (10) days of Notice to Proceed and that final completion shall be within six (6) to nine (9) months of Notice to Proceed.

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TOWN OF SMITHFIELD

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IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

OWNER: Town of Smithfield, Virginia

By: _____
Michael Stallings, Town Manager

ATTEST:

By: _____
Lesley G. King, Town Clerk

CONSULTANT:

By: _____

ATTEST FOR CONSULTANT:

By: _____

Title: _____

Approved as to form:

William H. Riddick, III, Town Attorney



TOWN OF SMITHFIELD

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EXHIBIT A TOWN OF SMITHFIELD

INSURANCE REQUIREMENTS

The Consultant shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Consultant nor any sub-Consultant shall commence work under this Contract until the Consultant has obtained and provided proof of the required insurance coverages to the Town, and such proof has been approved by the Town. The Consultant confirms to the Town that all sub-Consultant s have provided Consultant with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Consultant, including all sub-Consultant s, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Town and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Consultant shall immediately notify in writing the Town of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Consultant shall provide to the Town with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The Town and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Consultant must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Consultant and any sub-Consultant s under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Consultant under this Contract, to the Town and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Consultant and any sub-Consultant s under this Contract.

However, if B (1) or (2) cannot be provided, the Town's Attorney, in such Attorney's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Attorney deems acceptable.

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C. The minimum insurance policies and/or coverages that shall be provided by the Consultant, including its sub-Consultant s, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(4) Errors and Omissions coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of 3 years after the Consultant's work is concluded.

(5) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(6) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Consultant 's and its

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sub-Consultant's insurance company shall waive rights of subrogation against the Town and its officers, employees, agents, assigns, and volunteers.

- (7) Consultant shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

- (1) Consultant shall furnish the Town with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) 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.

E. Insurance coverage shall be in a form and with an insurance company approved by the Town, 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.

F. The Consultant's insurance policies and/or coverages shall not contain any exclusions for the Consultant's sub-Consultant's.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant, and/or its sub-Consultant's, or their insurance carriers. The Town does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant's interest or liabilities, but are merely minimums. The obligation of the Consultant, and its sub-Consultant's, to purchase insurance shall not in any way limit the obligations of the Consultant in the event that the Town or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the Town to seek any recovery against the Consultant's insurance company before seeking recovery directly from the Consultant.