

**CLIFTON TOWN COUNCIL MEETING
TUESDAY, OCTOBER 3, 2023, 7:30 PM
WAYNE H. NICKUM COMMUNITY MEETING HALL
12641 CHAPEL ROAD
CLIFTON, VIRGINIA 20124**

Present: Mayor Bill Hollaway; Councilmember Steve Effros; Councilmember Patrick Pline; Councilmember Darrell Poe; Councilmember Lynn Screen.

Remote Attendance: Vice Mayor Regan McDonald.

Staff: Amanda Christman, Town Clerk; Lisa Wax, Town Treasurer.

The Regular Meeting was called to order by Mayor Hollaway at 7:30 PM.

Order of Business:

1. Apply Policy for Remote Participation by Electronic Means for Town of Clifton.
 - a. Confirm and Declare Physical In-Person Quorum for Meeting.
 - b. Identify Remote Participants.
 - i. General Location of Remote Participant. Regan.
 - ii. Reason for Remote Participation.

Mayor Hollaway confirmed the presence of a physical quorum of Town Council Members at the Wayne H. Nickum Community Meeting Hall and Vice Mayor McDonald was confirmed to be participating remotely from the state of North Carolina for work-related reasons.

2. Report of the Town Clerk:
 - a. Approval of the Minutes (previous meetings, special meetings, and work sessions).
 - **Mayor Hollaway moved to approve the September 5, 2023 meeting minutes as drafted with minor edits, seconded by Councilmember Poe. The motion was approved by poll, 6-0.**

- b. Revisit Rescheduling of November Town Council Meeting.

The Council noted that Election Day is no longer a significant conflict with Town Council meetings as the Town Hall is no longer used as a polling place. It was further noted that Vice Mayor McDonald would not be able to attend on November 8, the date which was selected at the September meeting.

- **Councilmember Poe moved to revert to the next Town Council meeting back to November 7, 2023 at 7:30 PM at the Town Hall, which is the date and time as**

originally scheduled, seconded by Councilmember Pline. The motion was approved by poll, 6-0.

c. Records Retention - Update.

It was reported that the County Archives Department has determined the ongoing storage of Town records to be infeasible past June 30, 2024, and therefore no Memorandum of Understanding to arrange any ongoing storage past that date will be pursued.

3. Report of the Treasurer:

a. Financial Report.

See attached report.

b. Consider Higher Rates for Town CDs and Funds with Other Banks.

The Treasurer reported on options for investing funds in the Spring.

4. Citizen's Remarks.

a. Pink House Rear Building Lease to Terminate December 31, 2023.

None.

Mayor Hollaway reported that Delegate Dan Helmer has requested to continue to rent the rear building at the Pink House until at least June 2024, and possibly longer. After discussion, the Town Council indicated that it would consider sharing the rear building at the Pink House with Delegate Helmer at a reduced rental rate and the Town could then use the building as a Town office, Town museum, space for Town meetings, and for Town records storage. Mayor Hollaway will continue to discuss the option with Delegate Helmer and noted that the History Committee is scheduled to discuss use of the building for a Town museum at its next meeting.

5. Reports of Committees:

a. Planning Commission.

No report due to lack of quorum for meeting.

i. Request for New Sewer Connection for 12722 Chestnut Street – Need for Town Council and Fairfax County Board of Supervisors Approval under Sewer Policy.

The Council requested that the Planning Commission review the request and provide recommendations at the November meeting.

b. Zoning Administrator.

No Report.

c. Architectural Review Board.

Phyllis Lovett reported that the Architectural Review Board approved a wooden handrail for the front porch steps at 7150 Main Street and exterior renovations of the existing structure at 12722 Chestnut Street.

d. Parks Committee.

Donna Netschert presented a request from Jean Peterson to replace an existing swing in the Children's Playground with a swing that provides adapted accessibility. Additional information will be forthcoming for discussion at the November meeting.

e. Special Projects Committee – Report.

Geri Yantis reported that the letter requesting the schedule reset was submitted to VDOT for evaluation. He noted that many positive comments received in conjunction with the Public Hearing held in August. Mr. Yantis presented an overview of the proposed, updated contract with J2 Engineers and requested the Town Council review and approve entering into the contract. In addition to the questions raised by the Council regarding the contract, Councilmember Pline indicated that a budget needs to be created for the project to understand the scope and how the contract fits in to the project.

f. Clifton Haunted Trail Committee – Update.

A brief progress report was provided and the need for additional volunteers to fill specific roles was enumerated.

6. Unfinished Business:

a. Replace Broken Window in Town Hall – Proposal.

- **Councilmember Poe moved to table, seconded by Councilmember Effros. The motion was approved by poll, 6-0.**

b. Railroad Ties Near Railroad Parking Lot – Update.

Councilmember Screen and Vice Mayor McDonald reported that the ties have not yet been removed, but the railroad indicated that they should most likely be removed before Clifton Day on October 8.

c. Two Additional Solar-Powered Speed Detection Signs for Clifton Road and Main Street – Update.

Tabled until next month.

d. One-Way Exit from Railroad Siding Parking Lot – Update.

Vice Mayor McDonald reported that he has been exploring the option and will have more information to provide at next month's meeting.

e. Lease Expiring for Pink House Rear Building – Update.

Discussed under item 4(a).

7. New Business:

a. 20 MPH Speed Limit for Roads in Clifton – Proposal.

Mayor Hollaway reported that several other historic districts in Virginia have 20 mile per hour speed limits which is an option that should be considered for adoption for the Town of Clifton.

b. Dumpster at Fire Station – Inquire re: Relocation and Need for Enclosure.

The Council requested that the Planning Commission investigate the current location of the Fire Department's dumpster, compare it to the current Use Permit, and determine if screening is required for the dumpster in its new location.

c. Repainting of Faded Red Caboose.

The Council discussed the need for a solution to the faded paint on the caboose along with several options. Council members proposed the idea of using the caboose for artistic painting, rather than simply repainting it red. Councilmember Poe indicated he would consult with the Clifton Art Guild.

d. Replacing Rumble Strips on Clifton Road Coming into Town.

Vice Mayor McDonald said he would contact VDOT to ensure that the rumble strips on Clifton Road coming into Town get replaced as previously discussed.

e. Traffic Safety for Turning from Chapel Street and Chapel Road.

The Council discussed several measures to prevent cars from parking in areas along Main Street abutting intersections and the crosswalk that impede sightlines for motorists turning onto Main Street from Chapel Street and Chapel Road, such as placing planters, or painting crosshatches on the pavement. Councilmember Effros suggested that pavement striping should be primarily considered, with price quotes to be provided for discussion at the November meeting.

f. Exploring Options for Entrance to 8-Acre Park.

Tabled to November.

g. Recommendations for Town Handyman.

Tabled to November.

h. Alternative Sources of Revenue for Town.

Increased BPOL collection efforts, increased BPOL rates, meals tax, and speed cameras were mentioned as potential sources of additional revenue. The financial necessity of eliminating non-VDOT standard elements from the Streetscape design such as pebbled sidewalks, rubber-coated street parking, sidewalk drainage system material, and the proposed brick crosswalk was also discussed.

8. Adjournment.

- **Councilmember Effros moved to adjourn, seconded by Councilmember Poe. The motion was approved 6-0.**

The meeting was adjourned at 9:32 PM.

TREASURER MONTHLY REPORT
SEPTEMBER 2023
COUNCIL MEETING – October 3, 2023

September 2023

Pink House rent from Rios Partners now current through September 2023.

One NOVEC account (-45003) has a credit ~\$409.52 not reflected on books; Treasurer will research. Address listed on account is "CHAPEL RD".

United Bank Visa carrying a credit of \$ \$1,544.33 as of 9/30/23 due to July 2023 double payment.

Request approval to move forward with requesting documentation from Sun Design

Other

BPOL enforcement

Town of Clifton Profit & Loss Budget Performance September 2023 (est as of 10/2/23)

	September 2023	Month Budget	Jul '23 - June '24	YTD Budget	Annual Budget
Income					
Committees Fundraising (Homes Tour)		250		750	3,000
Community Hall Revenues	669	958	1,244	2,875	11,500
General Donations		0		0	0
American Rescue Plan		0		0	0
Haunted Trail Event	4,500	3,125	8,500	9,375	37,500
1 Interest Income	9,031	4,583	10,188	13,750	55,000
Other Income		13	125	38	150
Pink House Rental	7,400	2,900	11,700	8,700	34,800
S.R. - Litter Control Grant	(1,430)	111	(1,430)	332	1,329
2 State Funding		1,250	0	3,750	15,000
Tax and Permits Revenue - BPOL & Permits	1,199	3,417	2,076	10,250	41,000
3 Tax and Permits Revenue - Other	3,812	4,308	12,373	12,925	51,700
Total Income	25,181	20,915	44,777	62,745	250,979
Gross Profit	25,181	20,915	44,777	62,745	250,979
Expense					
Bank Service Charges		0	0	0	0
Citizens' Recognition Expense		63	0	188	750
Commodities	135	394	877	1,183	4,730
Contractual	3,781	12,879	17,943	38,638	154,550
Haunted Trail Expenses	186	175	557	525	2,100
OTHER - TC approval req'd +\$500		1,250	0	3,750	15,000
Other Expenses		525	0	1,575	6,300
Payroll Expenses	6,024	6,192	19,135	18,575	74,300
Town Assoc of NoVA Event		0	0	0	0
Total Expense	10,125	21,478	38,511	64,433	257,731
Net Income	15,055	(563)	6,265	(1,688)	(6,752)
CIF FUNDS:					
CIF Income					
CIF - Capital Improvements Fund	0	6,667	0	20,000	80,000
CIF Expenses					
CIF -Streetscape Phase 2 Constr	0	0	0	0	0
Processing Easements	0	3,500	0	10,500	42,000
Streetscape 2A - Construction	0	4,833	0	14,500	58,000
CIF -Streetscape Phase 2 Design	0	0	548	0	0
CIF Expenses	10,292	32,500	10,292	97,500	390,000
Total CIF Expenses	10,292	40,833	10,839	122,500	490,000
Net Income - CIF Funds	(10,292)	(34,167)	(10,839)	(102,500)	(410,000)
Consolidated Net Income	4,763	(34,729)	(4,574)	(104,188)	(416,752)

Town of Clifton
Profit & Loss Budget Performance
September 2023 (est as of 10/2/23)

NOTES & Highlights: Only major items are highlighted at the Town Council's request.

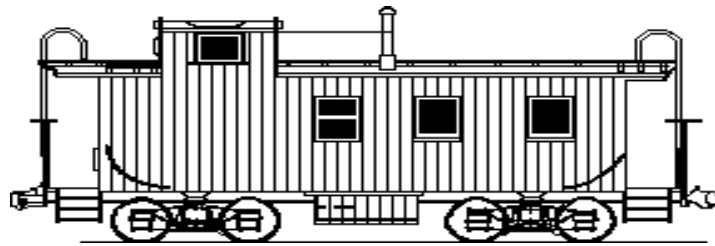
- 1 Budget estimate is high; CD income estimated at \$45,000 for year. Balance of interest income dependent on interest rates and cash flow.

Sept interest income is estimate. John Marshall CD and Local Govt Investment Pool statements not yet received.
- 2 State Funding of \$15,000 anticipated receipt fall 2023
- 3 Annual Railroad Tax payment of \$1,695.99 received in Aug 2023

ASSETS	9/30/2023	as of 10/3/23				<u>Notes</u>	
			CD Term	Maturity Date	APR %		
Current Assets							
Checking/Savings							
John Marshall Bank CDs	326,691.31			4/2/2024	4.14%	Still working transfer from Nick to Lisa	
United Bank - Haunted Trail Account	12,068.03						
United Bank - Events Acct	5,425.28						
United Bank - Checking	18,833.81	Min Bal \$2,500		"Chairman's Club"	0.10%		
United Bank - Security Deposit	4,414.40						
United Bank - Money Market Savings	183,789.57	Min Bal \$15,000			3.75%		3.50%
United Bank - CD	917,969.07			3/2/2024	4.00%	Interest credited quarterly (Mar, Jun, Sep, Dec)	4%
Investments-LGIP	1,030.64				0.15%	Estimate - Statement not yet received	
Total Checking/Savings	1,470,222.11						



**Title VI Plan and Procedures
Title VI of the Civil Rights Act of 1964**

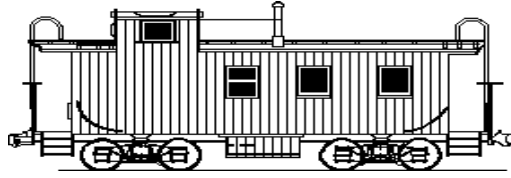


Town of Clifton, Virginia

Adopted September 5, 2023

TABLE OF CONTENTS

	<u>Page</u>
TITLE VI STATEMENT OF COMMITMENT	3
I. ORGANIZATION AND STAFF RESPONSIBILITIES	4-8
A. Relationship of Town of Clifton, Virginia personnel	
B. Statement of Responsibility and Authority of Title VI Coordinator	
C. Title VI Program Administration	
D. Organizational Charts	
II. TITLE VI PROGRAM IMPLEMENTATION	9-14
A. Program Areas Review and Monitoring	
B. Data Collection – Reporting - Analysis	
C. Title VI Training	
D. Dissemination of Title VI Information	
E. Limited English Proficiency	
III. DISCRIMINATION COMPLAINT PROCESS	15-19
IV. REVIEW OF AGENCY DIRECTIVES	20
V. COMPLIANCE AND ENFORCEMENT PROCEDURES	21-22
VI. AUTHORITIES	23
VII. TITLE VI ASSURANCES (STANDARD DOT TITLE VI ASSURANCES - USDOT 1050.2A)	24
VIII. APPENDICES	
Appendix 1	Consultant Contract Addendums
Appendix 2	Consultant/Contractor Review Template
Appendix 3	Limited English Proficiency Plan
Appendix 4	Complaint Form
Appendix 5	Title VI Investigations and Complaints Tracking Form
Appendix 6	Request for Proposal Solicitation Template



Town of Clifton, Virginia

TITLE VI STATEMENT OF COMMITMENT

The Town of Clifton, Virginia, hereinafter also referred to as the “LPA”, will effectuate the provisions of Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulation (CFR) Part 21, 23 CFR Part 200 and other applicable directives with respect to Federally Assisted Highway Programs conducted by the Town of Clifton. These authorities provide that no person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which LPA receives federal assistance.

These efforts to prevent discrimination will address a program for which Federal-aid and Federal financial assistance extended to and expended by the Town of Clifton, Virginia after the date hereof as a recipient of funding from the U.S. Department of Transportation under the *Federal-Aid Highway Program* (“Federally Assisted Highway Program”) and its impact upon access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigation of complaints, allocation of funds, prioritization of projects, and the functions of right-of-way, research, planning, design, construction, and project development. The Town of Clifton, Virginia will ensure that every manager, supervisor, employee, and sub-recipient of such Federal financial assistance funds administered by the Town of Clifton is aware of and applies the intent and spirit of Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities in performing assigned duties.

Every employee and representative of the Town of Clifton, Virginia shall perform their official duties and actions on such Federally Assisted Highway Program in accord with Title VI of the Civil Rights Act of 1964, applicable statutes, executive orders, regulations, and policies enunciated there under.

Council Member Lynn Screen has been designated as the Town of Clifton’s Title VI Coordinator and is responsible for ensuring that all matters relating to nondiscrimination for such Federally Assisted Highway Programs are administered effectively.

Employees of the Town of Clifton, contractors or applicants with questions, problems or complaints regarding this statement, and the implementation of the stated provisions, should contact Council Member Lynn Screen, at Lscreen@cliftonva.gov

William R. Hollaway, Ph.D.

Date

I. ORGANIZATION AND STAFF RESPONSIBILITIES

A. Relationship of Town of Clifton, Virginia personnel:

Mayor of the Town of Clifton, Virginia – The Mayor of the Town of Clifton, Virginia is authorized to ensure compliance with provisions of the Town’s policy of nondiscrimination and with the law with respect to the administration of a program for which Federal-aid and Federal financial assistance is extended to and expended by the Town of Clifton, Virginia after the date hereof as a recipient of funding from the U.S. Department of Transportation under the *Federal-Aid Highway Program* (“Federally Assisted Highway Program”), including the requirements of 23 CFR Part 200 and 49 CFR Part 21. The Town grants the compliance function and Title VI coordination for the administration of such Federally Assisted Highway Program shall be performed under the authority of the Mayor.

Title VI Coordinator – The Title VI Coordinator for the administration of such Federally Assisted Highway Program is a member of the Town Council who will perform the duties of the Title VI Coordinator and ensure implementation of such Town of Clifton Title VI Federally Funded Transportation Program.

Clifton Town Clerk – The Clifton Town Clerk is a staff member who will be designated to assist the Title VI Coordinator with the administration of the Title VI Program or the implementation of the Title VI Plan for the administration of such Federally Assisted Highway Program.

B. Statement of Responsibility and Authority of Title VI Coordinator

As authorized by the Mayor of Clifton, Virginia, the Title VI Coordinator is responsible for initiating, monitoring, and ensuring compliance with Title VI requirements as follows:

Program Administration

- Administer the Title VI Program and coordinate implementation of the plan
- Ensure compliance with the assurances, policy, and program objectives
- Perform Title VI Program reviews to assess administrative procedures, staffing, and resources
- Provide recommendations as required to the Mayor of Clifton, Virginia

Complaints

- Review written Title VI complaints that may be received by the Title VI Coordinator with respect to the administration of such Federally Assisted Highway Program following the adopted procedural guidelines.

Data Collection.

- Review the statistical data gathering process periodically to ensure sufficiency of data for meeting the requirements of Title VI program administration with respect to the administration of such Federally Assisted Highway Program.

Training Programs

- Conduct or facilitate training programs on Title VI issues and regulations with respect to the administration of such Federally Assisted Highway Program for the Town employees; and facilitate such Title VI training for appropriate staff, contractors, and sub-recipients. A log or summary of training conducted shall be kept.

Title VI Plan Update

- Review and update the Town's Title VI Implementation Plan annually.
- Present updated plan to the Mayor and Town Council for approval.
- Publish/post the Title VI Implementation Plan.

Annual Accomplishment Report

- Prepare an annual report of Title VI accomplishments with respect to the administration of such Federally Assisted Highway Program and changes to the program in the preceding Federal fiscal year
- Identify goals and objectives for the upcoming year as required with respect to the administration of such Federally Assisted Highway Program; and submit to VDOT.

Public Dissemination

- Develop and disseminate Title VI program information with respect to the administration of such Federally Assisted Highway Program to employees and sub-recipients, including contractors, subcontractors, consultants, and sub-consultants and beneficiaries, as well as the general public.
- Ensure public service announcements or notices with respect to the administration of such Federally Assisted Highway Program are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community.
- Ensure the full utilization of available minority publications or media with respect to the administration of such Federally Assisted Highway Program

- Ensure written or verbal information in languages other than English with respect to the administration of such Federally Assisted Highway Program is being provided, where appropriate.

Elimination of Discrimination

- Work with the Town to establish procedures for promptly resolving deficiencies, as needed with respect to the administration of such Federally Assisted Highway Program
- Recommend procedures to identify and eliminate discrimination that may be discovered in any of the Town’s processes with respect to the administration of such Federally Assisted Highway Program

Maintain Legislative and Procedural Information.

- Keep informed about Federal laws, rules, and regulations, FHWA or VDOT guidelines that may affect the current Agency Title VI Plan and administration of the Agency’s Title VI Program with respect to the administration of such Federally Assisted Highway Program.
- Ensure information with respect to the administration of such Federally Assisted Highway Program is made available to the public as requested or required.

C. Program Administration

The Title VI Coordinator, to ensure nondiscrimination in all of its programs and activities with respect to the administration of such Federally Assisted Highway Program, will be supported by the following individuals:

The Clifton Town Clerk, whose duties will include:

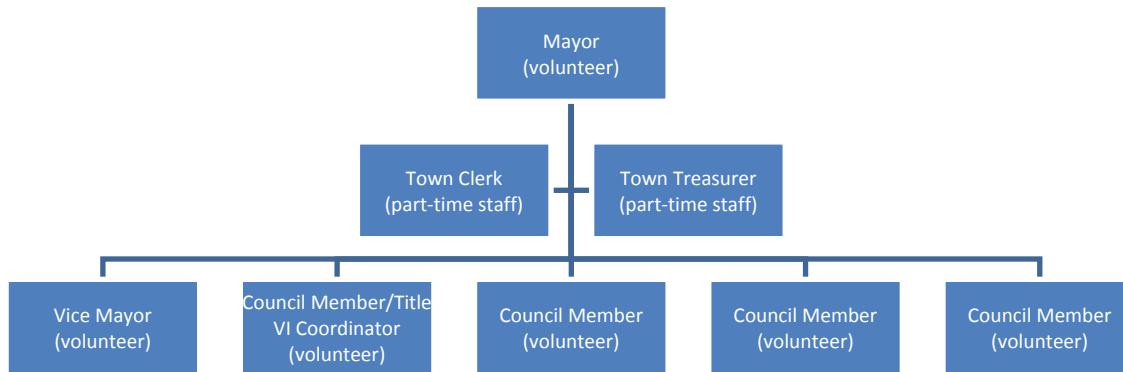
- Develop and disseminate Title VI program information with respect to the administration of such Federally Assisted Highway Program to employees and sub-recipients, including contractors, subcontractors, consultants, and sub-consultants and beneficiaries, as well as the general public.
- Ensure public service announcements or notices with respect to the administration of such Federally Assisted Highway Program are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community.
- Ensure the full utilization of available minority publications or media with respect to the administration of such Federally Assisted Highway Program

- Ensure written or verbal information in languages other than English is being provided, where appropriate, with respect to the administration of such Federally Assisted Highway Program.
- Ensure information with respect to the administration of such Federally Assisted Highway Program is made available to the public as requested or required.
- Publish/post the Title VI Implementation Plan.

The Title VI Committee will work with the Title VI Coordinator to:

- Review written Title VI complaints with respect to the administration of such Federally Assisted Highway Program that may be received by the Title VI Coordinator following the adopted procedural guidelines.
- Review the statistical data gathering process with respect to the administration of such Federally Assisted Highway Program periodically to ensure sufficiency of data for meeting the requirements of Title VI program administration.
- Review and update the Town's Title VI Implementation Plan annually.
- Identify goals and objectives with respect to the administration of such Federally Assisted Highway Program for the upcoming year as required; and submit to VDOT.
- Prepare an annual report of Title VI accomplishments with respect to the administration of such Federally Assisted Highway Program and changes to the program in the preceding Federal fiscal year

D. Organizational Chart



Town of Clifton, Virginia Organizational Chart, April 2023

II. TITLE VI PROGRAM IMPLEMENTATION

A. Program Areas – Review and Monitoring Procedures

Planning

- Planning Process

The Town of Clifton, Virginia updates the Town Comprehensive Plan every five years via the Town Planning Commission. This plan includes and is not limited to land use, traffic and pedestrian safety, community facilities and services, Environment-Natural Features and Resources, Environmental protection and Sources of Degradation, Community Appearance, and Implementation.

- Public involvement in planning activities

One of the most important aspects of the Town Comprehensive Plan is to involve Town citizens in implementing its goals, objectives and actions. This builds on the existing climate of citizen involvement in the Town through its government, committees, and community activities. There are specific actions in the Town Comprehensive Plan that call for citizen involvement to assist the Town with implementation strategies and formation of committees to accomplish specific tasks.

Location

- Public involvement

All public hearings are advertised via local publications. Special efforts are made to communicate public hearings with respect to the administration of such Federally Assisted Highway Program to ensure Limited English proficient (LEP) populations are reached.

- Advertising in local non-English newspapers including but not limited to “El Tiempo Latino”.
- Translation & interpretation services are available by request for all public meetings and hearings.

Design/Project Development

Locally administered projects in the Town of Clifton originate from two sources. The first is the Town Comprehensive Plan in which future projects are designated in line with the strategic vision for the Town. The second source for Town projects is as a response to ongoing issues that emerge in Town. In both cases, the Town Council appoints a volunteer committee that is advertised and open to all residents of Town with at least one representative of the Town Council. The committee seeks solutions for which Federal funds may be identified and requested.

For Federally Assisted Highway Programs, the committee will create a request for proposal (RFP) using the Town RFP template (Appendix 6) which must be approved by the Town council. Such RFPs with respect to the administration of Federally Assisted

Highway Programs are posted on the Town website, Town Post Office and advertised in local area publications. Contracts with respect to the such Federally Assisted Highway Programs received in response to the RFP are reviewed and selected by committee and then approved by the Town Council. Public hearings or meetings with respect to such Federally Assisted Highway Program are conducted in order to inform Town residents and others in the local area of the such proposed Federally Assisted Highway Program project.

Rights of Way

Locally administered Federally Assisted Highway Program projects administered by the Town of Clifton will follow processes and responsibilities associated with acquisition of rights of way as outlined in “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,” as amended, found in Title 42 chapter 61 of the United States Code and the implementing regulations found in 49 CFR Part 24. For such Federally Assisted Highway Program projects, federal requirements associated with relocation and property acquisition will be met and VDOT must certify that they have been met. VDOT has developed a Right of Way Manual of Instruction, which is approved by FHWA and provides processes and procedures for federal-aid projects. With respect to the administration of such Federally Assisted Highway Program projects, the Town of Clifton will obtain an up-to-date copy of this manual and be cognizant of its contents. For such federal-aid projects, VDOT is required by FHWA to certify the local government’s compliance with the Uniform Act and retains final approval authority for relocation and property acquisition activities of the local government.

Construction/Maintenance

The construction phase for a Federally Assisted Highway Program project that is locally administered by the Town of Clifton is managed by the Town committee of volunteer residents. Committee members may change throughout the life of the project depending on the need and expertise desired. Volunteer consultants may be identified to support this phase of the locally administered Federally Assisted Highway Program project. Upon completion of such Federally Assisted Highway Program project, the Town Council or a designated maintenance and repair committee may be established to support the management of maintaining the project area.

Title VI considerations include:

- Minority contractors and subcontractors are being informed about contracting opportunities in Town with respect to such Town administered Federally Assisted Highway Program via our communications;
- Construction rules and regulations with respect to such Federally Assisted Highway Program are being applied in an equitable fashion;
- Title VI assurances are included in all contracts, subcontracts, and material supply agreements with respect to such Federally Assisted Highway Program.

Education/Training

Education and Training of Title VI is led by the Title VI Coordinator.

- Title VI related activities include:
 - Training programs on Title VI issues and regulations with respect to the administration of such Federally Assisted Highway Program are conducted for all Town employees working on such Federally Assisted Highway Program;
 - Title VI training with respect to the administration of such Federally Assisted Highway Program is conducted for appropriate staff, volunteer committee members who interact with contractors, and sub-recipients.
 - A log or summary of such training conducted is maintained.

Consultant Contracts Administration

The Town of Clifton, Virginia has established the following procedures when engaging consultants with respect to the administration of such locally administered Federally Assisted Highway Program projects.

Request for Proposals

All request for proposal (RFP) solicitations with respect to such Town of Clifton administered Federally Assisted Highway Program project must include the required Title VI notification:

"The Town of Clifton, Virginia in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders with respect to the Town of Clifton locally administered Federally Assisted Highway Program project that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

Selection of Contractors

Prior to awarding contracts with respect to a Town of Clifton locally administered Federally Assisted Highway Program, all consultants will be interviewed and rated using the "Consultant-Contractor Review Template" (Appendix 2). The "Consultant-Contractor Review Template" includes Part I - a series of interview questions that will be asked of all firms that submit a proposal. After the interviews are completed, Part II- the Firm Evaluation Form is used to rate each firm to determine the top-rated firm to be awarded the contract. The "Consultant-Contractor Review Template" also includes Part III – a sample acceptance letter and Part IV – a sample rejection letter tied to the results of the Firm Evaluation Form.

Contracts

All contracts signed with consultants by the Town of Clifton, Virginia with respect to such Town of Clifton locally administered Federally Assisted Highway Program project must contain the required USDOT 1050.2A Appendix A and USDOT 1050.2A Appendix E.

Sub-recipients - Reviews and Monitoring Procedures

In addition to the use of the Consultant-Contractor Review Template, The Town of Clifton, Virginia will conduct Title VI compliance reviews and monitoring of its sub-recipients of Federal-aid highway or other Federal funds with respect to Town of Clifton locally administered Federally Assisted Highway Program projects, to ensure adherence to Title VI requirements. The Town of Clifton staff will periodically review operational guidelines with respect to a Town of Clifton locally administered Federally Assisted Highway Program provided to consultants, contractors, and sub-recipients, including Title VI language, provisions, and related requirements, as applicable.

The Town of Clifton will also conduct periodic post grant reviews of select recipients of Federal highway funds or other Federal funds, for roads, sidewalks, bridges, municipal construction, etc. with respect to a Town of Clifton administered Federally Assisted Highway Program to ensure adherence to Title VI requirements.

When irregularities occur in the administration of Federal-aid highway programs at sub-recipient levels with respect to such Town of Clifton locally administered Federally Assisted Highway Program, corrective action will be taken to resolve identified Title VI issues. The Town of Clifton will seek the cooperation of the consultant, contractor or other sub-recipient in correcting deficiencies found during periodic reviews. The Town of Clifton will provide technical assistance and guidance, upon request, to support voluntary compliance by the sub-recipient with respect to the administration of such Federally Assisted Highway Program.

When a sub-recipient fails or refuses to voluntarily comply with requirements, The Town of Clifton will submit to VDOT's Civil Rights Administrator -Title VI Coordinator copies of the case file and a recommendation that the sub-recipient be found in noncompliance.

A follow-up review will be conducted to ascertain if the sub-recipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. If the sub-recipient refuses to comply, the Town of Clifton and VDOT may, with FHWA's concurrence, initiate sanctions per 49 CFR 21.

B. Data Collection – Reporting – Analysis

The Town of Clifton utilizes data from the Decennial Census and the American Community Survey to obtain the demographics of the population of the Town and the local area who are impacted by Town of Clifton locally administered Federally Assisted Highway Program projects within the Town.

Additionally, a database or log of Title VI complaints with respect to the Town of Clifton's administration of such Federally Assisted Highway Program received by the Town of Clifton will be maintained including the investigation of and response to each complaint.

As future Town of Clifton locally administered Federally Assisted Highway Program projects are proposed by the Town of Clifton, the following additional data may be collected and analyzed for Title VI compliance:

- Where relocation is involved, the requirements and steps used or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin
- Allocated funds/other financial assistance, when & to whom;
- Owners of property to be taken by the Town of Clifton, and persons or businesses to be relocated by the Town of Clifton or adversely affected by race, color, national origin.

C. Title VI Training

The Title VI Coordinator will serve as the Town of Clifton, Virginia Title VI trainer for staff, council members, consultants, contractors, and subcontractors that will be conducting work with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program. The Title VI coordinator will conduct training for council members with respect to the administration of such Federally Assisted Highway Program after each election cycle and for staff upon hire to ensure new members are informed of Title VI policies and procedures with respect to the Town of Clifton's administration of a Federally Assisted Highway Program. The training will include requirements of Title VI, the Town of Clifton's obligations under Title VI with respect to the administration of such Federally Assisted Highway Program (Limited English Proficiency requirements included), and required data that must be gathered and maintained with respect to the administration of such Federally Assisted Highway Program. In addition, training will be provided when any Title VI-related policies or procedures change with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program, or when appropriate in resolving complaints.

The current Title VI Coordinator attended the *Title VI and Environmental Justice* hosted by the Virginia Department of Transportation's NOVA District, Office of Civil Rights on February 21, 2023. When the Title VI Coordinator transitions off the Town Council, a replacement Title VI Coordinator will be appointed. They will attend necessary training to assume the role as Title VI Coordinator and trainer.

D. Dissemination of Title VI Information

Community Outreach and Public Education

Information on the Town of Clifton, Virginia Title VI program with respect to the administration of such Federally Assisted Highway Program will be publicly displayed on the Town website (<http://clifton-va.com/>). Town employees will learn about

our Title VI program with respect to the administration of such Federally Assisted Highway Program through formal training by the Title VI Coordinator. Contractors will be notified of the Title VI program with respect to the administration of such Federally Assisted Highway Program via the solicitation requests. The Town of Clifton community will be notified of the Title VI plan with respect to the administration of such Federally Assisted Highway Program via an email announcement.

Public Involvement

Per the Code of the Town of Clifton, Virginia 2000, the Town Council holds its regular meetings on the first Tuesday of each month. Every meeting of the Council is open to all Town residents, property owners, and members of the general public to express their views on any matter before the Council. An agenda of each meeting is published on the Town website, posted on the bulletin board in the Clifton United States Post Office, and distributed to members of the community via email prior to the meeting. Each agenda includes an opportunity for Citizen's Remarks as the third item of business. Persons requesting to speak must have registered with the Town Clerk by no later than Noon of the day of the meeting. Meeting minutes, once approved by the Council, are published and maintained publicly on the Town website. Attendees may also request translation or interpretive services for Town meetings via contacting the Town Clerk in advance of the meetings.

Public hearings for Town business, where required by applicable law, are advertised publicly in a newspaper of record, posted on the bulletin board in the Clifton United States Post Office, published on the Town website (<http://clifton-va.com/>), and emailed out to the public who have registered with the Town. As part of the Title VI program with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program, the Town will increase advertisement of public hearings with respect to the administration of such Federally Assisted Highway Program in publications in languages other than English when such Federally Assisted Highway Program project would impact the transit of those traveling through Town and when demographic analysis of the project area indicates the need to advertise in other languages for the Limited English Proficiency community in Town. (See Limited English Proficiency section below)

E. Limited English Proficiency

The Town of Clifton, Virginia is committed to meeting the needs of persons with Limited English Proficiency (LEP) with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program. The Town approach to providing LEP language assistance with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program starts with an individualized assessment that balances four factors:

1. The Number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee
2. The frequency with which LEP individuals come in contact with the program
3. The nature and importance of the program, activity, or service provided by the recipient to people's lives
4. The resources available to the recipient and costs

The Town of Clifton Limited English Proficiency Plan (Appendix 3) details the results of a LEP study conducted by the Town of Clifton. Results of the review are used to assist the Town of Clifton in improving and developing systems to address LEP service needs.

III. DISCRIMINATION COMPLAINT PROCEDURES

Any person who believes they—or a specific class of persons—were subjected to discrimination on the basis of race, color, or national origin with respect to the Town of Clifton’s administration of a locally administered Federally Assisted Highway Program, in which the Town of Clifton is a recipient of Federal financial assistance through the Virginia Department of Transportation -- may file a Title VI complaint.

Where can one file?

Complaints related to a Town of Clifton locally administered Federally Assisted Highway Program Federal-aid highway program may be filed with VDOT, FHWA Division Office, the FHWA Headquarters Office of Civil Rights (HCR), the USDOT Departmental Office of Civil Rights, the USDOJ, or the Town of Clifton, Virginia.

When must one file?

According to USDOT regulations, 49 CFR §21.11(b), a complaint with respect a Town of Clifton locally administered Federally Assisted Highway Program must be filed not later than 180 days after the date of the last instance of alleged discrimination, unless the time for filing is extended by the processing agency.

What should a complaint look like?

Complaints with respect to a Town of Clifton locally administered Federally Assisted Highway Program should be in writing and signed and may be filed by mail, fax, in person, or e-mail. However, the complainant may call the receiving agency and provide the allegations by telephone, and the agency should transcribe the allegations of the complaint as provided over the telephone and send a written complaint to the complainant for correction and signature. A complaint should contain the following information:

- A written explanation of the alleged discriminatory actions with respect to a Town of Clifton locally administered Federally Assisted Highway Program;
- The complainant’s contact information, including, if available: full name, postal address, phone number, and email address;
- The basis of the complaint (e.g., race, color, national origin);
- The names of specific persons and respondents (e.g., persons/agencies/organizations) alleged to have discriminated with respect to a Town of Clifton locally administered Federally Assisted Highway Program;
- Sufficient information to understand the facts that led the complainant to believe that discrimination occurred in a program or activity with respect to a Town of Clifton locally administered Federally Assisted Highway Program that receives Federal financial assistance; and

- The date(s) of the alleged discriminatory act(s) with respect to a Town of Clifton locally administered Federally Assisted Highway Program and whether the alleged discrimination is on-going.

How are complaints routed?

FHWA Division Offices do not investigate such Title VI complaints. Likewise, State DOTs and its Subrecipients do not investigate complaints filed against themselves. Finally, FHWA is responsible for all decisions regarding whether such a complaint should be accepted, dismissed, or referred to another agency.

With this understanding, complaints should be routed in the following ways:

- All complaints with respect to a Town of Clifton locally administered Federally Assisted Highway Program will be routed to the FHWA Headquarters Office of Civil Rights (HCR) for processing. HCR is responsible for all determinations regarding whether to accept, dismiss, or transfer Title VI complaints with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program filed against the Town of Clifton, Virginia (as a Subrecipient of Federal financial assistance for a Town of Clifton locally administered Federally Assisted Highway Program).
- Complaints with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program should be forwarded from the initial receiving agency through the Federal-aid highway oversight hierarchy until the complaint reaches HCR. For example, if a complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program is filed with the Town of Clifton, Virginia, Town representatives will forward such complaint to VDOT, which will forward such complaint to the VDOT's FHWA Division Office, which will forward such complaint to HCR. If a complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program is filed with VDOT, VDOT will forward such complaint to the VDOT's FHWA Division Office, which should forward such complaint to HCR.
- VDOT and the Town of Clifton, Virginia will log all complaints received with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program.
- When HCR decides on whether to accept, dismiss, or transfer the complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program, HCR will notify the Complainant, the FHWA Division Office, VDOT, and the Town of Clifton, Virginia.

Complaints may also be sent to HCR directly at:

Postal Mail	Federal Highway Administration U.S. Department of Transportation Office of Civil Rights 1200 New Jersey Avenue, SE 8th Floor E81-105 Washington, DC 20590
Email	CivilRights.FHWA@dot.gov
Fax	202-366-1599
Questions?	202-366-0693

What are the potential outcomes for processing a complaint?

There are four potential outcomes for processing complaints with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program:

- **Accept:** if a complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program is timely filed, contains sufficient information to support a claim under Title VI, and concerns matters under FHWA's jurisdiction, then HCR will send to the complainant, the respondent agency, and the FHWA Division Office a written notice that it has accepted the complaint for investigation.
- **Preliminary review:** if it is unclear whether the complaint allegations with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program are sufficient to support a claim under Title VI, then HCR may (1) dismiss it or (2) engage in a preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.
- **Procedural Dismissal:** if a complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program is not timely filed, is not in writing and signed, or features other procedural/practical defects, then HCR will send the complainant, respondent, and FHWA Division Office a written notice that it is dismissing the complaint.
- **Referral\Dismissal:** if the complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter or (2) lacks jurisdiction over the respondent entity, then HCR will either dismiss the complaint or refer it to another agency that does have jurisdiction. If HCR dismisses the complaint, it will send the complainant, respondent, and FHWA Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted

Highway Program to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

The HCR is responsible for conducting all investigations of State DOTs and other primary Recipients. In the case of a complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program filed against a Subrecipient, HCR may either conduct the investigation itself, or it may delegate the investigation to VDOT. If HCR chooses to delegate the investigation of a Subrecipient, HCR will communicate its acceptance of the complaint to the complainant and respondent, but VDOT will conduct all data requests, interviews, and analysis.

VDOT will then create a Report of Investigation (ROI), which it will send to HCR. Finally, HCR will review the ROI and compose a Letter of Finding based on the ROI

What are the timeframes for investigation?

For FHWA, there is no regulatory timeframe for completing investigations. However, FHWA strives to complete all tasks within 180 days from the date of acceptance.

If VDOT is delegated an investigation from FHWA. VDOT must complete the investigation within 60 days of receipt (meaning the date it receives the delegated complaint from FHWA) as stipulated in 23 CFR §200.9(b)(3)

How does the Investigating Agency gather information?

There are no regulatory requirements for how information is gathered, but VDOT and the Town of Clifton, Virginia are required to keep detailed records on how they comply with Title VI with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program and to provide USDOT with access to documents and persons with relevant information. 49 CFR §21.9. Typically, the respondent will receive at least one Request for Information and Position Statement (RFI) to gather documents, and additional requests if necessary. Concurrently, the HCR or VDOT investigator will schedule interviews with relevant parties and conduct site visits as necessary.

Once FHWA starts an investigation, what are the potential outcomes?

First, at any time during the investigation, either FHWA or the respondent may initiate informal negotiations to resolve the issues. The FHWA always strives to resolve Title VI complaints informally, if possible.

In the absence of such negotiations, HCR (or an investigator for VDOT) will draft a Report of Investigation, which should contain all relevant data and findings, with legal conclusions and potentially include recommendations for action. FHWA is responsible for the final disposition of all complaints, including initiation and conduct of informal negotiations and the issuance of Letters of Finding (LOFs).

There are five potential outcomes for concluding an investigation with respect to a complaint regarding the administration of a Town of Clifton locally administered Federally Assisted Highway Program:

1. The FHWA makes a finding of no violation and the case will be closed with no further action. The FHWA will issue an LOF stating in sufficient detail the reasons for the determination of no violation.
2. If, by a preponderance of the evidence, FHWA determines the respondent has failed to comply with its Title VI requirements or threatens to fail to comply by action or inaction, then FHWA will inform the respondent and the matter will be resolved by informal means whenever possible.
 - If FHWA informally resolves the matter with the respondent by agreement, then FHWA will hold the complaint in abeyance until the respondent completes its corrective actions. If the corrective actions are completed to the FHWA's satisfaction, then the complaint will be dismissed with no further action.
 - If FHWA cannot informally resolve the matter or the respondent does not complete agreed upon corrective actions, then FHWA may issue a LOF stating that the Recipient is in noncompliance with its Title VI obligations.
3. If FHWA issues a LOF of noncompliance to the respondent, the LOF will request that the respondent provide to FHWA, within 90 days, an action plan that implements the recommendations in the LOF.
4. If FHWA approves the action plan, then the respondent will be given a reasonable amount of time to implement the plan. At the end of the implementation period, FHWA will assess whether the respondent has sufficiently corrected the deficiencies.
5. If FHWA does not approve the action plan, or the respondent is nonresponsive/uncooperative, then FHWA may seek administrative sanctions, including, but not limited to, suspension or termination of Federal funds or any other means authorized by law such as referral to USDOJ for enforcement.
 - If USDOT seeks to suspend or terminate funds, it must provide the respondent with an opportunity for a hearing on the record. If the Secretary of Transportation determines that the respondent has not complied with Title VI and voluntary compliance cannot be secured, USDOT must notify Congress before that finding goes into effect. 49 CFR

IV. REVIEW OF AGENCY DIRECTIVES

The Town of Clifton employs the following process to review directives, policies and practices with regard to Title VI with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program:

- The Title VI Coordinator works collaboratively with a Title VI Advisory Committee – a volunteer committee open to Town residents. The committee works to ensure the Agency directives with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program are in keeping with Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination mandates;
- The Title VI Coordinator informs the Town Council on recommendations from the Title VI Advisory Committee with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program to be approved by the Council.
- The Title VI Coordinator works cooperatively with FHWA Division Civil Rights staff to implement federal nondiscrimination directives with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program.

V. COMPLIANCE AND ENFORCEMENT PROCEDURES

Remedial Action

The goal for Title VI and regulatory enforcement is to achieve voluntary compliance. If deficiencies are found during a Title VI review with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program, the Compliance Review Report will include a draft corrective action plan (CAP) with projected due dates. The program area staff/Title VI Liaison or the Subrecipient will be able to propose remedial actions to correct the deficiencies with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program. Program areas and Subrecipients are expected to correct all deficiencies according to their CAP and provide periodic updates to the Title VI Officer/ Coordinator/ Specialist assigned to the review. The Title VI Officer/Coordinator/Specialist will provide technical assistance, as needed, and work with the (program area's) Title VI Liaison or Subrecipient's Title VI Coordinator to ensure implementation of the CAP. When the Title VI Officer/Coordinator/Specialist has determined that a sub-recipient's deficiencies with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program are sufficiently corrected, the program area Title VI Liaison or the Subrecipient will be notified that the review process is complete and no further progress reporting is needed. The Subrecipient will receive an official Closeout Letter signed by the Agency's Title VI Coordinator.

Affecting Compliance

When an internal program area with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program refuses to cooperate or comply with Title VI, the Title VI Specialist will elevate the matter to the Director, after which, the matter may be referred to the State DOT Civil Rights Manager or responsible USDOT Operating Administration (OA).

When a Subrecipient with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program fails to take appropriate corrective action in response to the findings of deficiencies in the compliance report, the Subrecipient moves from a "deficiency status" to noncompliance; The Town of Clifton, Virginia will submit two copies of the case file to the State DOT or FHWA with a recommendation that the sub-recipient with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program be found in noncompliance; and/or, may, with the concurrence of the State DOT or FHWA (or other USDOT OA), initiate proceedings to impose sanctions for noncompliance.

Sanctions

In the event that a Subrecipient or contractor ("recipient") with respect to a Town of Clifton locally administered Federally Assisted Highway Program fails or refuses to comply with Title VI, the first step taken by the internal program area with oversight of the recipient will be the Town of Clifton, Virginia, which attempts to resolve the issue using the program

area's normal administrative solutions. However, the Town of Clifton, Virginia may take any or all of the following steps, with the concurrence of VDOT or USDOT (i.e., FHWA), if the recipient with respect to a Town of Clifton locally administered Federally Assisted Highway Program is uncooperative or nonresponsive during attempts by the Town of Clifton, Virginia to voluntarily resolve the compliance issue:

- a. Cancel, terminate, or suspend the contract or agreement with respect to a Town of Clifton locally administered Federally Assisted Highway Program in whole or in part;
- b. Refrain from extending any further assistance to the recipient with respect to a Town of Clifton locally administered Federally Assisted Highway Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient;
- c. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient with respect to a Town of Clifton locally administered Federally Assisted Highway Program; and/or,
- d. Refer the case to the appropriate federal agency for appropriate administrative or legal proceedings. Other means authorized by law.

VI.

AUTHORITIES

This section is a reference source of the applicable authorities related to Title VI of the Civil Rights Act of 1964 as amended.

Title VI of the 1964 Civil Rights Act (42 USC 2000d et seq) requires that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

The Civil Rights Restoration Act of 1987, P.L. 100-209 further clarified the intent of Title VI.

49 CFR Part 21, the U.S. Department of Transportation’s Implementing Regulations of Title VI of the Civil Rights Act of 1964.

23 Code of Federal Regulations (CFR) Part 200, the Federal Highway Administration’s Title VI Program Implementation and Review Procedures.

USDOT Order 1050.2A

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.) prohibits discrimination based on sex (gender).

Executive Order 12898 (issued February 11, 1994) addresses disproportionate adverse environmental, social, and economic impacts that may exist in communities, specifically minority and low-income populations.

Executive Order 13166 (issued August 16, 2000) addresses access to services for persons whose primary language is not English and who have limited ability to read, write, speak or understand English.

VII.
VIII. TITLE VI ASSURANCES

TITLE VI/NONDISCRIMINATION ASSURANCES

DOT Order No.1050.2A

The *Town of Clifton, Virginia*, (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the *Federal Highway Administration*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation – Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program:

"The Town of Clifton, Virginia in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility.

5. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

6. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the *Town of Clifton, Virginia* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *USDOT* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *USDOT*. You must keep records, reports, and submit the material for review upon request to *USDOT*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The *Town of Clifton, Virginia* gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of

Transportation under the *Federal-Aid Highway Program*. This ASSURANCE is binding on the *Commonwealth of Virginia*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the *Federal-Aid Highway Program*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

The Town of Clifton, Virginia

by _____

(Signature of Authorized Official)

DATED _____

IX. APPENDICES

Appendix 1- Consultant Contract Addendums

All contracts signed with consultants by the Town of Clifton, Virginia with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program must contain the following required USDOT 1050.2A Appendix A and USDOT 1050.2A Appendix E.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *Virginia Department of Transportation* will accept title to the lands and maintain the project constructed thereon in accordance with the Virginia General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program and the policies and procedures prescribed by the *Federal Highway Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *Virginia Department of Transportation* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *Virginia Department of Transportation* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *Virginia Department of Transportation*, its successors and assigns.

The *Virginia Department of Transportation* in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *Virginia Department of Transportation* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

B

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *Virginia Department of Transportation* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *Virginia Department of Transportation* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *Virginia Department of Transportation* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *Virginia Department of Transportation* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

C

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *Virginia Department of Transportation* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the *Virginia Department of Transportation* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the *Virginia Department of Transportation* will there upon revert to and vest in and become the absolute property of the *Virginia Department of Transportation* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

D

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
And resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

Appendix 2- Consultant/Contractor Review Template

Consultant/Contractor Review Template

PART I: Interview Questions

Firm: _____

Interview Questions

<p>1. What are your team's credentials in working with projects that involve Federal Transportation Enhancement funds and VDOT'S policies and procedures, standard design specifications for this type of project?</p>	
<p>2. What project experience do you have in obtaining federal approval of required environmental documents for similar projects?</p>	
<p>3. Given that the Town of Clifton is a federally designated historic district, what project experience/success do you have where it was necessary to obtain approval of the Virginia Department of Historic Resources?</p>	
<p>4. Based on your experience, what do you anticipate as possible issues that may develop in obtaining VDOT, VDHR, and FHWA approvals of the project?</p>	
<p>5. This project is located [INSERT LOCATION]. What experience do you have with projects that are located in environmentally sensitive areas that are using federal funding?</p>	
<p>6. [INSERT PROJECT SPECIFIC QUESTION WITH REGARD TO ENVIRONMENT & PROPOSED MATERIALS]</p>	
<p>7. What experience do you have in the design of _____ and VDOT approval?</p>	
<p>8. Please discuss your teams proposed process and timeline for the project?</p>	
<p>9. What is your firm's current overall workload and your ability to complete the work in a reasonable timeframe within budget?</p>	

10. Please identify your team's

<p>subconsultants, if any, and past experience working with them on prior projects. Are any of the sub-consultants classified as a Disadvantaged Business Enterprise and/or Small, Woman and Minority Owned Business Program?</p>	
<p>11. What is your firm's process for quality control especially if the team involves sub-consultants?</p>	
<p>12. How will cost control be Implemented and who will be responsible for cost control?</p>	

ADDITIONAL QUESTIONS ASKED BY COMMITTEE MEMBERS & RESPONSES

PART II: Firm Evaluation Form

Firm Name: **-[INSERT FIRM NAME]**

1. STRENGTHS AND WEAKNESSS

2. FINAL RANKINGS –

SELECTION FACTORS	NUMERICAL VALUE	RANK	AVERAGE	WEIGHT	WEIGHTED EVALUATION		
Credentials in working with							

projects that involve EN funds and VDOT policies, procedures etc.							
Environmental (federal-NEPA etc) Experience							
VDHR (historic) Experience							
Possible Issues in Obtaining fed approvals							
Exp w/ env sensitive materials							
Exp with ped crossing/VDO T							
Project Timeline & Firm Workload							
DBE Goals							
Quality Control							
Proj Mgr experience							
% work by Prime & Subs							
Familiarity w/Town							

COMBINED NARRATIVE STATEMENT-[INSERT FIRM NAME]

WHY TEAM WAS OR WAS NOT SELECTED IN RELATIONSHIP TO EVALUATION CRITERIA AND THE RFP SCOPE. EACH COMMITTEE MEMBER TO SIGN AND DATE NARRATIVE.

SIGNED:

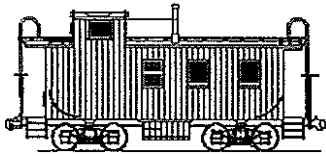
COMMITTEE CHAIR NAME _____ DATE _____

COMMITTEE MEMBER NAME _____ DATE _____

COMMITTEE MEMBER NAME _____ DATE _____

COMMITTEE MEMBER NAME _____ DATE _____

PART III: Sample Acceptance Letter



Town of Clifton

P.O. Box309

Clifton, VA 20124

[Date]

[Recipient Firm]

[Recipient Address]

Re: [Insert Project Name]

Dear [Insert Name],

On behalf of the selection committee for the [Insert project name] project, I wanted to congratulate you

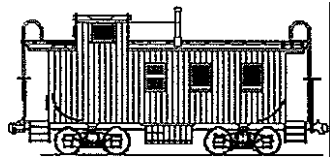
on the selection of your firm/team to provide construction plans for the first phase of the project. The committee identified experience working with Federal programs and the Secretary of Interior standards, specifically working within the Transportation Enhancement Act requirements for federally funded projects as the most crucial element in the selection of a consultant for this particular project. Your team was considered to have more experience and knowledge in this area and therefore was selected.

We look forward to working with you on this project. We will contact you to schedule a meeting to discuss the scope of services so that your firm can prepare a proposal for review by the committee.

Chairman, Special Projects Committee

cc: Mayor & Town
Clerk

PART IV: Sample Rejection Letter



Town of Clifton

P.O. Box309

Clifton, VA 20124

[Date]

[Recipient Firm]

[Recipient Address]

Re: [Insert Project Name]

Dear [Insert Name],

On behalf of the selection committee, I wanted to thank you and your team for your interest in the Clifton [Insert Project Name] project. As you presented at the interview, [Firm Name] is a strong civil engineering firm with extensive park experience and is familiar with the Town of Clifton.

Subsequent to the interview, the selection committee met to discuss the credentials of all of the interested firms. The committee identified experience working with Federal programs and the Secretary of Interior standards, specifically working within the Transportation Enhancement Act requirements for federally funded projects as the most crucial element in the selection of a consultant for this particular project. Your team was considered to have less experience and knowledge in this area and therefore was not selected.

We greatly appreciate you taking the time and effort to respond to our RFP and presenting your qualifications at the interview. We hope that [Firm Name] continues to express interest in future phases of the [Insert Project Name] project or other projects within the Town of Clifton.

Sincerely,

Chairman, Special Projects Committee cc:

Mayor & Town Clerk

Appendix 3: Limited English Proficiency Plan

Limited English Proficiency Plan

F. Limited English Proficiency

The Town of Clifton, Virginia is committed to meeting the needs of persons with Limited English Proficiency (LEP) with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program. The Town approach to providing LEP language assistance with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program starts with an individualized assessment that balances four factors:

1. The Number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee
2. The frequency with which LEP individuals come in contact with the program
3. The nature and importance of the program, activity, or service provided by the recipient to people's lives
4. The resources available to the recipient and costs

This plan details the results of a LEP study conducted by the Town of Clifton. Results of the review are used to assist the Town of Clifton in improving and developing systems to address LEP service needs. For the purpose of this plan, those who reported their English speaking ability as "less than very well" were considered Limited English Proficient (LEP).

The Town annually reviews census data of persons with Limited English Proficiency in three distinct areas; 1) Town Residents, 2) Persons living within the local zip code 20124, 3) Persons living within Fairfax County (the county in which the Town is located) and Prince William County (the adjacent county).

Language Spoken at Home and English-Speaking Ability									
	Total Population	Speak English at Home	Speak non-English at Home						Total Population
			Speak Non-English at Home Population	Percent	Speak English "very well"	Percent Speak English "very well"	Speak English less than "very well"	Percent Speak English less than "very well"	Percentage of Pop. Speaks English less than "very well"
1) Clifton Residents	243	233	10	4.1%	10	100%	0	0%	0%
2) 20124 Residents	14857	10904	3953	26.6%	2658	67.22%	1296	32.8%	8.7%
3)Residents of Fairfax County	1,138,331	697,797	440,534	38.7%	264,716	60.09%	142,975	32.5%	12.6%
3)Residents of Prince William County	482204	311986	170218	35.3%	102987	60.5%	60494	35.5%	12.5%

The above data representing both geographic location and LEP statistics is consulted when determining the frequency with which LEP individuals come in contact with an individual locally administered Federally Assisted Highway Program. The Title VI committee will also discuss the the nature and importance of the program, activity, or service provided by the recipient to people’s lives and the resources available to the recipient and costs based on project specifics.

Results

Here is a sample of outcomes of an approach to community outreach with regard to the affected populations with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program.

Clifton Town Residents

For meetings with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program projects determined to impact Clifton Town Residents, the language assistance plan includes:

1. Translation and interpretation services are available by request for documents and meetings. The availability of these services is posted on meeting announcements, agendas, minutes, and the Town Website.

Residents of the 20124 Zip Code

For meetings with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program determined to impact Residents of the 20124 Zip code, the language assistance plan includes:

1. Translation and interpretation services are available by request for documents and meetings. The availability of these services is posted on meeting announcements, agendas, minutes, and the Town Website.

Residents of Local Counties

For meetings regarding Town of Clifton locally administered Federally Assisted Highway Program projects determined to impact residents beyond the 20124 Zip code (represented by residents of both Fairfax County and Prince William County), the language assistance plan includes:

1. Translation and interpretation services are available by request for documents and meetings. The availability of these services is posted on meeting announcements, agendas, minutes, and the Town Website.
2. Additional community outreach in local publications for public hearings with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program including and not limited to El Tiempo Latino.

Appendix 4: Title VI Complaint Form

Title VI Complaint Form
Town of Clifton, Virginia

The Town of Clifton, Virginia is committed to ensuring that no person is excluded from participation in or denied the benefits of its services with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program must be filed within 180 days from the date of the alleged discrimination with respect to such Town of Clifton locally administered Federally Assisted Highway Program.

The following information is necessary to assist us in processing your complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program. If you require any assistance in completing this form, please contact the Town of Clifton Clerk at clerk@cliftonva.gov. The completed form must be returned electronically to clerk@cliftonva.gov or mailed to P.O. Box 309, Clifton, VA 20124

Your Name:	Phone:
Street Address:	Alt. Phone:
	City, State & Zip Code:
Person(s) discriminated against (if someone other than complainant): Name(s):	
Street Address, City, State & Zip Code:	

Which of the following best describes the reason for the alleged discrimination with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program? (Circle one)

Date of Incident: _____

- Race
- Color
- National Origin (Limited English Proficiency)

Please describe the alleged discrimination incident. Provide the names and titles of all individuals involved if available. Explain what happened and who you believe was responsible. Please use the back of this form if additional space is required.

Complete reverse side of form

Please describe the alleged discrimination incident (continued)

Have you filed a Title VI complaint with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program with any other federal, state or local agencies? (Circle one) Yes / No
If so, list agency / agencies and contact information below:

Agency:	Contact Name:
Street Address, City, State & Zip Code:	Phone:

Agency:	Contact Name:
Street Address, City, State & Zip Code:	Phone:

Complainant's Signature: Date:

Print or Type Name of Complainant

Appendix 5- Title VI Investigations and Complaints Tracking Form

List of Title VI Investigations, Lawsuits, and Complaints with respect to the administration of a Town of Clifton locally administered Federally Assisted Highway Program

Investigation / Complaint	Date	Summary (Include basis of complaint: race, color, or national origin)	Status	Action(s) Taken

Request for Proposal

[TEMPLATE]

[Project Title]

I. PURPOSE OF SOLICITATION

The Town of Clifton, Virginia, hereinafter referred to as "the Town" is soliciting proposals from qualified applicants, hereinafter referred to as "the Offeror" to provide **[Type of services]** services for the Town's hereinafter referred to **[Project name]**, as "the Project." The Project is being jointly funded by the Town of Clifton and the Virginia Department of Transportation (VDOT), through the **[Name of Funding]** Programs. The project is envisioned as **[type of project , general timeline, and general location]**. The Project Area, hereinafter referred to as the "Project Area" is located **[exact location]**.

II. BACKGROUND

The Project Area is located within the Historic Town of Clifton located in the southwest quadrant of Fairfax County. The Town is a small community with about 243 residents. It is 160 acres in size and is located along the Popes Head Creek stream valley nearly two miles upstream from Bull Run. Approximately 42 acres of the Town is included on the National Register of Historic Places (NRHP) and the Virginia Landmarks Register (VLR) as the "Clifton Historic District." The Norfolk-Southern Railroad runs through the Town.

Clifton Road/Main Street is a Scenic and Historical Byway. This public roadway is maintained by the Virginia Department of Transportation. The roadway traverses the Town's historic district, which includes over 63 historic structures and many unique and successful shops, businesses, and restaurants. The Town has developed a **[Project name]** Master Plan for **[location]** utilizing federal **[type of funding]** funding. The **[Project Name]** Master Plan, which includes preliminary engineering design consistent with 30% design development level per VDOT's Design Public Hearing guidelines, was approved by the Town Council on **[approval date]**.

The Project Area will be **[PROJECT AREA]** and the scope includes **[SCOPE Summary]**

III. SCOPE OF SERVICES

The Scope of Services for the Project will involve...

The successful candidate, hereinafter referred to as the "Professional", shall perform all design and related services necessary to produce... a complete set of construction plans and specifications suitable for solicitation of firm fixed price bids. Services shall include...for review and approval by the Town and VDOT, to include ...The Town may, at its discretion, choose to issue separate invitations for bids to select one or more construction contractors for the Project. Recommendations developed and documents prepared must be consistent with VDOT standards and specifications, policies, regulations or practices or otherwise acceptable to VDOT. Offerors are encouraged to view the VDOT Enhancement Program Procedure Manual located on the VDOT web site [www.virginiadot.org/business/resources/local assistance/2011 Enhancement Manual 10-6-](http://www.virginiadot.org/business/resources/local_assistance/2011_Enhancement_Manual_10-6-)

Clean version .pdf.

IV. SPECIAL REQUIREMENTS FOR PERFORMANCE OF PROFESSIONAL SERVICES

A. Task 1 – [Project Name] Master Plan

1. The Professional shall be prepared to meet with Town's Special Projects Committee and VDOT to review and discuss the approved **[Project Name]** Master Plan, project scope, existing conditions and survey; and VDOT standards and specifications (*Please see Appendix A for information on VDOT's Civil Rights provisions and required documents*).

2. If necessary, the Professional shall be prepared to survey and update maps of existing conditions within the Project Area including as applicable, grades and lines of streets, alleys, pavement, poles, utilities (including any additional information necessary related to removal of utility poles), buildings, structures, other improvements and trees.

B. Task 2 - Environmental Impact Report.

1. Coordination with the Town in obtaining a Programmatic Categorical Exclusion (PCE) or a Categorical Exclusion, if required. The Professional may be asked to provide services and assist with the preparation of the necessary VDOT Environmental Documents.

C. Task 3 - Construction Documents.

1. The Professional shall prepare and present construction documents consisting of plans, and specifications setting forth in detail the complete requirements for the construction of the project and detailed cost estimates. Construction documents shall be submitted to the Town of Clifton Planning Commission and Town engineer for review and approval with final approval by the Town Council. The Erosion and Sedimentation Control Plan shall be submitted for review and approval by Fairfax County.
2. Plans shall show the physical location of all natural and man-made features present within the Project Area, within a minimum of 25 feet thereof or to the required construction limits, whichever is greater. Such features shall include, but are not limited to: walls, walks, fences, steps, poles (*with pole # specified*), hedges, trees, gas valves, shrubs, buildings, structures, signs, curbing, roadways, existing utilities (*with elevations where necessary for any Sidewalk Location*) and spot elevations on walls, walks, steps and yards. The plans shall also show the location of all property lines, property corners, and right-of-ways, which shall be field verified at each property corner in the Project Area. Proposed grades shall be shown on each feature that will require a tie-in/reconnection to the new work. These features would typically include, but are not limited to walks, steps, fence gates and driveways. The Professional shall be responsible for the survey layout of all construction improvements.
3. For all temporary construction easements, right-of-way acquisitions, and utility easements that are required for sidewalk or enhancement location, the Professional shall prepare plats for the Town and such plats shall be suitable for recordation in the land records of the Circuit Court for the County of Fairfax, Virginia.
4. Plans shall be prepared such that portions of the sidewalk and/or enhancement areas can readily be separated out for inclusion in one or more separate invitation(s) for bids for construction contracts. If at any time, the Professional knows or has

reason to believe that the cost of constructing the Project will or might exceed the Town's budget, the Professional shall promptly notify the Town. The Town, with approval from VDOT and without liability to the Professional, may delete portions of the Project from the list of those to be performed and from the work required by the contract with the Professional.

5. All plans which will be provided to the construction contractor shall incorporate VDOT standard details and specifications for all improvements such as curb cuts, sidewalk, street profiles, storm drainage structures, and pipe installation. It shall be the responsibility of the Professional to become familiar with the Project Area and to obtain knowledge of the requirements of all federal, state, or Town laws or ordinances pertaining to the design, location or construction of the Project.
6. Cost estimates shall include itemized construction cost estimate for each element of the Project. Estimates should include all costs associated with constructing the project, including but not limited to utility relocations, traffic control, and site work as determined by the design.
7. In addition to the Construction Plans, the Professional shall be responsible for preparation of specifications and special requirements for inclusion within the construction bid documents, and for assembly and distribution of the Construction Manual(s) issued in connection with one or more Invitation(s) for Bids for procurement of construction services. Each Construction Manual will include the relevant Invitation for Bids, instructions to bidders, Specifications and Special Conditions/Requirements, the Construction Plans, General Conditions and a form Construction Contract. Preparation of the Construction Plans, the Special Conditions/Requirements and the Specifications shall be the Professional's sole responsibility. Construction Plans, Special Conditions/Requirements and Specifications shall be submitted to VDOT for review and approval. The Professional shall furnish copies of the Construction Plans and Specifications in sufficient quantity to handle the needs of bidding and construction.

D. Task 4 - Construction Bidding.

1. After review and approval by VDOT and upon direction of the Town, the Professional shall assist the Town in advertising the construction contract(s) for the Project and conduct one pre-bid conference. The Town will issue one or more Invitations(s) for Bids, for procurement of construction services.
2. Following the Town's award of the construction contract, the Professional shall schedule and conduct a pre-construction conference, including VDOT and the Town.

E. Task 5 - Construction Management.

1. During the construction phase, the Professional shall make site observations as necessary upon the Town's request and prepare change orders as necessary for the Town's approval and execution in accordance with the construction contract documents. The precise scope of other inspections to

be rendered by the Professional shall be determined through negotiations with the Town.

F. Task 6 - Miscellaneous.

- I. It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business

Enterprise certified DBE firms is maintained on their web site (<http://www.dmbc.state.va.us/>) under the VDOT DBE Directory link. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited.

The DBE contract goal for this procurement is 0%; however, the Department feels that these services support 10% DBE participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts.

If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprise prior to the consultant's response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by themselves and their subcontractors only if the subcontractors are DBEs. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

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

2. Nondiscrimination Provision - Federally Funded Projects

Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e).

The Town of Clifton, Virginia in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHWA 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200, 230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act. (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference

V. DESIGN SCHEDULE/DELIVERABLES

- A. Task 1- [Project Name] Master Plan.
 - I. The Professional shall be prepared to meet with the Town's Special Projects Committee and VDOT to advise if any additional survey and/or utility coordination is necessary to implement the streetscape improvements approved on the [Project Name] Master Plan within sixty (60) calendar days of the award of the contract.

- B. Task 2 - Construction Documents.
 - I. The Professional shall be prepared to submit for review Construction Plans and Specifications to the Town (5 sets) and VDOT (5 sets) within sixty (60) calendar days of the Town's authorization to prepare construction documents. Review will be performed by the Town, Fairfax County (Erosion and Sedimentation Control Plan only) and VDOT. Additional submissions resulting from the Professional submitting documents that the Town or VDOT determines lack the required detail shall be made at no additional cost

to the Town. If the completed plans and bid documents are rejected because they are incomplete they shall be promptly revised and resubmitted at no additional cost to the Town. As applicable, plans are to be prepared in accordance with VDOT's Road and Bridge Standards and Specifications. This project will be developed utilizing VDOT's policies and procedures and FHWA's guidelines.

2. Plats for all required temporary construction easements, right of way acquisitions, utility easements, or other required easements must be submitted within twenty (20) days after the Town's and VDOT's approval of the construction plans and specifications. The Professional shall submit five (5) copies of each plat to the Town.
3. The completed set of Construction Plans, Specifications and Special Conditions/Requirements must be submitted within thirty (30) days after the Town's and VDOT's approval. The Professional shall submit (three sets each) to the Town and VDOT.

C. Task 3 - Meetings.

- I. Meetings and site visits will be necessary throughout the process with the Special Projects Committee which is managing the Project for the Town as well as meetings with Town engineer, Town and/or Fairfax County, VDOT officials, local residents or business owners.

VI. EVALUATION OF PROPOSALS: SELECTION FACTORS

The Town of Clifton's Special Projects committee will evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include the following information:

1. A letter of interest in the project which should include a statement of understanding of the work to be done.
2. A description of the team, including descriptions of the firms or individuals involved, and resumes of key project personnel.
3. Experience in designing **[type of project]** projects similar in type and size which have been constructed/implemented which included design elements such as **[elements of project including by not limited to pavement design, sidewalks, crosswalks, landscaping, utility relocation, signage, storm drainage, lighting, street furniture, trash receptacles, traffic calming measures]**.
4. Experience in phasing and budgeting for implementation of **[type of project]** projects.
5. Credentials of the project team working within Historic Districts and related Federal programs and the Secretary of Interior Standards, specifically working within the requirements for federally funded projects under the SAFETEA-LU or Enhancement Program administered through the Virginia Department of Transportation (VDOT). Experience with VDOT policies and procedures, and standard design specifications for federally funded projects and can demonstrate those projects were approved in a timely manner and within budget. Experience with projects that involve the American Disabilities Act (ADA), American Association of State Highway and Transportation Officials (AASHTO) and National Environmental Policy Act (NEPA).
6. Experience working in historical and environmentally sensitive areas in Virginia. It will be very important for the selected project team to have strong civil engineering as well as significant historic and environmental expertise. The Project Area is located within the Town of Clifton Historic District and many historic structures exist immediately adjacent to the roadway.
7. Project references within the past five years with names, addresses, and telephone numbers of people knowledgeable about quality of work on similar projects within small towns, urban revitalization areas, or similar environs and who may be contacted for reference.
8. Familiarity with small historic towns.

9. Ability to effectively participate in public meetings and sensitive to community involvement.

VII. EXPRESSION OF INTEREST (EOI)

Each proposal submitted in response to this request should contain the following:

1. The Expression of Interest shall be organized in the following order:
 - a. Transmittal letter

- b. Table of Contents
 - c. Understanding of Scope of Work
 - d. Payment terms desired. Such terms as proposed shall be negotiable.
 - e. Response to RFP Selection Factors 2-9 above.
 - f. Present workload.
 - g. Team organization chart.
 - h. Architect-Engineer Qualifications - Standard Form 330-one for each firm. Form can be found by going to the following web link: www.gsa.gov/HP03Forms_standardforms.
 - i. Resume(s) of the person(s) who will be supervising and conducting the work. Qualifications statements and resumes shall include the individuals' experience on other similar projects.
 - j. Firm Data Sheet
 - k. Certification Regarding Debarment form
2. Furnish four copies of current SF 330 Standard form.
 3. In Form SF330, please indicate KEY PERSONNEL ONLY who will be assigned to this project and give the experience record of each. Key personnel are defined as those to whom the project will be assigned and who will be performing the actual design services. The project manager shall have a minimum of five years experience in managing projects of a similar type and size. Indicate the location of the office where the person is currently working if different from where work is to be performed. Part time personnel, personnel not employed on the date of the form, or personnel used on an as needed basis must have their status clearly indicated. The form may be expanded to provide a total of a one-page resume per individual.
 4. The form SF330 should describe the organization of the proposed staff indicating the role of each by individual. If sub-consultants are proposed, the role of each sub-consultant should be discussed. It should also include statements that are responsive to the attached criteria that will be used to evaluate your submission. List any computer and CADD equipment and any specialized computer software packages that you will use on the project.
 5. Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate

which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

6. In 5 pages or less, please emphasize your qualifications in the following areas:
 - a. **[type of project]** design in a small town historical environment.
 - b. Quality control and quality assurance.

- c. Project management and controls of multi-disciplinary activities.
 - d. Previous experience in environmental permitting, Section 106 compliance, and relevant work on similar Federal projects.
 - e. List and describe similar projects and include references from at least three similar projects that may be contacted regarding same. Use government clients if possible.
7. In addition to the page restrictions listed above, a maximum of five (5) additional pages may be included in the EOI. All pages are to be 8 ½" X 11" and printed on one side with single-spaced type no smaller than 12 point.
8. Please indicate, by executing and returning the attached Certification Regarding Debarment forms, if your firm, sub-consultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:
- a. Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
 - b. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
 - c. Has a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

9. If the prime consultant or sub-consultant does not have the in-house capability to provide non-professional services, each with an estimated cost of \$5,000 or greater, such as hazardous material certification, surveying etc., these services must be subcontracted in accordance with State procurement procedures once a contract is executed, with no opportunity for DBE credit in the selection of the most qualified firm or team. Clearly indicate these services in the EOI.

VIII. INSTRUCTIONS TO OFFERORS SUBMITTING PROPOSALS

Seven {7 copies) of the proposal will be received until 4:00 p.m. {local time) Friday, September 20, 2013

- A. Proposals must be submitted by the date and time indicated above or they will remain unopened. No allowances will be made for postmark or error in delivery. It is the responsibility of the Offeror to ensure timely and correct delivery of the proposal.

- B. Proposals should be submitted to:

**[Name of Chairperson],
Chairperson Special Projects
Committee Town of Clifton**

12639 Water Street

Clifton, VA 20124

- C. The face of the container shall be clearly marked with the following:

RFP FOR: TEA-21 Streetscape Project OPEN:

[Open Date]

- D. All proposals must be and remain binding for 90 days from opening date.
- E. The Town assumes no responsibility for oral instruction, suggestion or interpretations. Any questions regarding this RFP should be directed to **[Name of Chairperson]**, Chairperson, Special Projects Committee at **[Email of Chairperson]**. Any material change in the contents of this RFP will be transmitted to all Offerors through issuance of a written addendum.
- F. It is the vendor's responsibility to check for addendums prior to submitting proposals.

IX. PROCUREMENT AND THE SELECTION PROCESS

Procurement of this Professional Services Contract shall be conducted through a competitive negotiations process in accordance with the following procedure:

- A. Following receipt of proposals, the Town shall forward the proposals to the Special Projects Committee who will individually review the proposals and rank them. Following the ranking, the Committee will select three or more Offerors for interviews and engage in individual discussions with at least the three top ranked Offerors who have been deemed fully qualified. Repetitive informal interviews shall be permissible. At the discussion stage, Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the Project, as well as alternative concepts.

- B. At the conclusion of discussion, on the basis of the Evaluation Criteria specified in this RFP and all information developed in the selection process to this point, the Town shall select in the order of preference three or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated, and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.
- C. Once a firm is selected and fees negotiated, a copy of the proposed consultant contract including a cost proposal and supporting documentation, must be sent to the VDOT Enhancement Project Manager for submission to VDOT auditors.
- D. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors during the discussion/negotiations processes. However, prior to, or simultaneously with, submission of any proprietary information, an Offeror must specifically identify the data or other materials to be protected, and state the reason(s) why protection is necessary. If an Offeror fails to invoke this protection prior to or upon submission of any proprietary information, the information or materials sought may be subject to disclosure under the Virginia Freedom of Information Act, the Virginia Public Procurement Act.
- E. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records, within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event the Town decides not to accept any of the proposals received and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- F. The Town may cancel this Request for Proposals or reject any proposals received in response thereto.

X. GENERAL CONDITIONS

The following shall be and become terms and conditions of any contract resulting from this procurement:

- A. The Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its obligations, rights, interest herein to any other person, company or corporation without the previous consent and approval in writing by the Town. At least thirty percent (30%) of all work related to this contract shall be performed by the primary firm.
- B. During the performance of the contract, the Contractor will not discriminate against any

employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, or any other basis prohibited by state or local law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity

employer. 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.

- C. During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of services in connection with the contract.
- D. The Contractor shall indemnify and hold harmless the Town from and against all liability, claims, loss, and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the Contractor's negligent acts, errors or omissions in the performance of professional services under this contract and those of its employees, sub-consultants and anyone for whom the Contractor is legally liable.
- E. The Professional shall maintain professional liability insurance, in an amount not less than \$1,000,000, to cover damages caused by the negligent or wrongful errors and omissions of the Professional, its employees and agents, and the Professional shall maintain such insurance at all times this Contract is in effect and for a period of 5 years after final completion of the Project. A Certificate of Insurance outlining the terms and limits of the Professional's current Errors and Omissions Insurance shall be submitted to the Town within ten (10) days of the execution of this contract. The Town reserves the right to terminate this agreement in the event the Professional fails to provide evidence of adequate and current Errors and Omissions insurance. If, during the five year term following completion of the Project in which the Professional is to maintain in force the errors and omissions policy, the cost of such policy increases by more than fifty percent (50%) over the cost of said policy for the year in which the project is completed, then the Professional may be entitled to reduce or cancel such insurance, by first giving written notice to the Town forty-five (45) days in advance. Worker's Compensation. The Professional shall purchase and maintain, at its expense, Worker's Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability coverage, as required by the law of the Commonwealth of Virginia.
- F. Each calendar month the Professional shall submit an invoice requesting payment for services rendered during the preceding calendar month, and for expenses due hereunder. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such

service. The invoice shall be accompanied by receipts, invoices or other documentation, as the Town may require, establishing the amount of the expenses for which reimbursement or payment is sought. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the Town that the services indicated in the invoice have reached the level stated, have been properly and timely

performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with the Professional Services Contract, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the Town that, upon receipt by the Town of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. In the event that any invoice contains a defect or impropriety that would prevent payment by the required payment date, the Town shall notify the Professional in writing of such defect or impropriety.

- G. In the event that the Town becomes credibly informed that any representations of the Professional as set forth in the paragraph preceding above, are wholly or partially inaccurate, the Town may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the Town's satisfaction.
- H. The Town shall make payment to the Professional of all sums properly invoiced under the provisions of this Section, within forty-five (45) days of the Town's receipt of such invoice.
- I. Interest shall accrue at the rate of one percent (1%) per month, on any amounts which remain unpaid for more than sixty (60) days following the date a payment is due. No interest shall accrue when payment is delayed due to a dispute between the Town and the Professional as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement.
- J. Payment and performance obligations of the Town, beyond the initial fiscal year of this contract, are expressly conditioned upon the availability and appropriation by the Town of public funds in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the Town in a subsequent fiscal period, this contract and the Town's obligations hereunder shall automatically expire, without liability or penalty to the Town. In that event, the Professional shall be paid for all services rendered prior to the expiration date.
- K. Either party hereto may terminate this Contract upon giving ten (10) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the Town without cause upon thirty (30) days' written notice to the Professional. In the event of such a termination without cause, the Town shall pay the Professional for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Professional shall promptly submit to the Town its

invoice for final payment.

- L. A Town contract may include provisions for modification during performance; however, no contract may be increased by more than twenty-five percent of the amount of the contract, or \$5,000, whichever is greater, without the advance written approval of the Town Council. In no event may the amount of any contract, without adequate

consideration, be increased for any purpose, including, but not limited to, relief any Offeror from the consequences of an error in its offer.

- M. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Professional or the Professional's consultants, shall be made available to the Town for inspection and copying upon written request of the Town. Additionally, said records shall be made available, upon request by the Town, to any local, state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Professional and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Professional in its performance under said Contract. The Professional shall maintain and protect these records for no less than three (3) years after final completion of the Project, or for any longer period of time as may be required by applicable law or standard architectural practice.

- N. This Professional Services Contract shall be deemed to be entered into in the Town of Clifton, Virginia. This Professional Services Contract shall, in all aspects, be governed by and interpreted under the laws of the Commonwealth of Virginia.

XI. CONTACTS

For general information, contact:

[Chair Person Name],
Chairperson Special Projects
Committee 12639 Water Street

Clifton, VA 20124

Telephone: 703-623-2198 Email:
skyantis@aol.com

Town Website: www.clifton-va.com

APPENDIX A

VIRGINIA DEPARTMENT OF TRANSPORTATION CIVIL

RIGHTS ATTACHMENTS

- Firm Data Sheet
- Certification Regarding Debarment: Primary Covered Transactions
- Certification Regarding Debarment: Lower Tier Covered Transactions
- VDOT Special Provision for Notice of requirements for Affirmative Action to Ensure Equal
- Standard Federal Equal Employment Opportunity Construction Contract Specification

FIRM DATA SHEET

Funding: _____ (S=State F=Federal) Project Name/#: _____
 Division: _____
 EOI Due Date: _____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all sub-consultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE/SWAM Status*	Firm's Age	Firm's Annual Gross Receipts

* YD= DBE Firm Certified by DMBE N
 =DBE/SWAM Firm Not

Certified by DMBE NA=
 Firm Not Claiming

DBE/SWAM Status

YS = SWAM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.

DMBE is the Virginia Department of Minority Business Enterprise

CERTIFICATION REGARDING DEBARMENT

Primary Covered Transactions

Project: _____

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

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

Signature

Date

Title

Name of Firm

CERTIFICATION REGARDING DEBARMENT

Lower Tier Covered Transactions

Project: _____

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

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

Signature

Date

Title

Name of Firm

*XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION*

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered

transactions.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier

Covered Transactions:

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000
- 49 CFR20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days the award of any construction subcontract in excess of

\$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the Contract is to be performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs

approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to

achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the

Contractor does or anticipates doing business.

- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one

month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista;	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	
VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.	
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell;	
VA Petersburg.	
6760 Richmond, VA	24.9

VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties	27.9
VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greenville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:	
SMSA Counties:	
5680 Newport News- Hampton, VA	27.1
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
5720 Norfolk - Virginia Beach - Portsmouth, VA - NC	26.6
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
Non-SMSA Counties	29.7
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:	
020 Washington, DC.	
SMSA Counties:	
8840 Washington, DC - MD - VA	28.0
DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
Non- SMSA Counties	25.2
MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:	
052 Johnson City - Kingsport - Bristol, TN - VA	
SMSA Counties:	
3630 Johnson City - Kingsport -Bristol, TN-VA	2.6
TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington; VA Bristol.	
Non-SMSA Counties	3.2
TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland:	
019 Baltimore MD	
Non-SMSA Counties	23.6
MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worcester; VA Accomack; VA Northampton.	



All Traffic Solutions Inc.
 14201 Sullyfield Circle,
 Ste 300
 Chantilly, VA 20151
 Phone: 814-237-9005
 Fax: 814-237-9006
 DUNS #: 001225114
 Tax ID: 25-1887906
 CAGE Code: 34FQ5

QUOTE Q-77211

DATE: 06/01/2023

PAGE NO: 1

Mail Purchase Orders to:

3100 Research Dr.
 State College, PA
 16801

Questions contact: MANUFACTURER: All Traffic Solutions

Max Wicklein
 (571) 321-5452
 X
 mwicklein@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

Town of Clifton-VA
 7207 Main Street
 Clifton VA 20124

SHIP TO:

Town of Clifton-VA
 7207 Main Street
 Clifton VA 20124
 Attn: Jim Chesley

Billing Contact:

PAYMENT TERMS:
 Net 30

CUSTOMER: Town of Clifton-VA

CONTACT:(703) 362-2129

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000885	SpeedAlert 18B Radar Message Sign (RMS); base unit w/ mounting bracket, Can be Upgraded to TraffiCloud	2	\$3,355.00	\$6,710.00
4000701	Solar panel, 90W; includes bracket for pole and harness	2	\$787.50	\$1,575.00
4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt & solar controller	2	\$576.00	\$1,152.00
4001299	3 Year Warranty	2	\$0.00	\$0.00
4000793	Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.	2	\$400.00	\$800.00
4000826	Strobe Color: Red and Blue (Requires 4000793 Dual Violator Strobe)	2	\$0.00	\$0.00
4000641	Shipping and Handling Common Carrier	1	\$250.00	\$250.00
4001190	Discount - New Purchase	1	(\$500.00)	(\$500.00)

Special Notes:

SALES AMOUNT: \$9,987.00

TOTAL USD: \$9,987.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.


Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____

 Quote# 10585602

Status **Unsubmitted Order**

PO Number

Job Name

Forward Order

SHIP-TO - 840151 | [Change](#) | [Attn](#)
WINDOW AND DOOR SHOWPLACE
44845 FALCON PLACE
SUITE 191
STERLING, VA 20166

SOLD-TO:
WINDOW AND DOOR SHOWPLACE
44845 FALCON PLACE
SUITE 191
STERLING, VA 20166

User 1: Jason Worrell
Enter Date: 9/12/2023
Order Type: Ship & Invoice
Ship Via: TRUCK

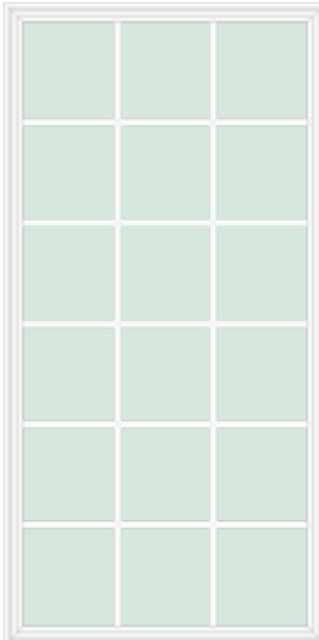
703-736-9600
703-530-1254 FAX
<https://www.wdshowplace.com/>

703-736-9600
703-530-1254 FAX

See the [Order Fulfillment Prediction Model](#) for order fulfillment expectations for new orders.

When this order is submitted and processed, a predicted fulfillment timeframe will be applied and revised throughout the life of the order.

Line	Product and Price Details	Qty	List Price
1	VINYL PRIME WINDOW - 609 - Picture Window Base Price - Contoured Colonial Grid - Integral Nail Fin - Product Options - - Endure Window - EN600 Series - 609 - Picture Window - White - Exact Size: 36" x 72" - Graphite Foam Insulation - Integral Nail Fin - ComforTech DLA-UV - Double Strength Glass - 3/4" IG Thickness - Colonial Contoured Grid - 2V x 5H - White Grids	1	779.00 594.00 166.00 19.00

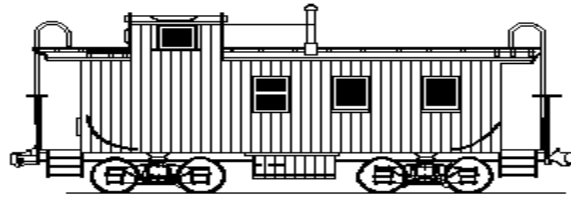


Due to variances in color and manufacturing process, image shown may vary from final product. Refer to color samples when making color selection.

List Price
Total: \$779.00

ProVia's Terms & Conditions:

Prices are valid for 30 days.
Terms and Conditions of Sale - www.provia.com/terms



**CLIFTON TOWN COUNCIL MEETING
TUESDAY, OCTOBER 3, 2023, 7:30 PM
WAYNE H. NICKUM COMMUNITY MEETING HALL
12641 CHAPEL ROAD
CLIFTON, VIRGINIA 20124**

Order of Business

1. Apply Policy for Remote Participation by Electronic Means for Town of Clifton.
 - a. Confirm and Declare Physical In-Person Quorum for Meeting.
 - b. Identify Remote Participants.
 - i. General Location of Remote Participant.
 - ii. Reason for Remote Participation.
2. Report of the Town Clerk:
 - a. Approval of the Minutes (previous meetings, special meetings, and work sessions).
 - b. Revisit Rescheduling of November Town Council Meeting.
 - c. Records Retention - Update.
3. Report of the Treasurer:
 - a. Financial Report.
 - b. Consider Higher Rates for Town CDs and Funds with Other Banks.
4. Citizen's Remarks - Suggestions or complaints of citizens and taxpayers, and other persons authorized by the Mayor to address the Council.

Each person wishing to address the Council shall, when recognized by the Mayor:

 - (i) Give their name and address;
 - (ii) Direct their remarks to the Council and not to other citizens present;
 - (iii) Be limited to one period of not over three (3) minutes, unless granted additional time by unanimous consent of the Council.

Persons requesting to speak must have registered with the Town Clerk by no later than Noon of the day of the meeting. Priority to speak shall be given to persons in order registered with the Town Clerk.

 - a. Pink House Rear Building Lease to Terminate December 31, 2023.
5. Reports of Committees:
 - a. Planning Commission.
 - i. Request for New Sewer Connection for 12722 Chestnut Street – Need for Town Council and Fairfax County Board of Supervisors Approval under Sewer Policy.
 - b. Zoning Administrator.
 - c. Architectural Review Board.
 - d. Parks Committee.
 - e. Special Projects Committee – Report.

1| If anyone attending this meeting requires an ASL or English language interpreter, or any other type of special accommodation or auxiliary aid, please contact the Town Clerk at clerk@cliftonva.gov. A request should be made at least five (5) days in advance of the meeting to provide sufficient time to make the necessary arrangements. These services are available at no charge to the individual.

- f. Clifton Haunted Trail Committee – Update.
6. Unfinished Business:
 - a. Replace Broken Window in Town Hall – Proposal.
 - b. Railroad Ties Near Railroad Parking Lot – Update.
 - c. Two Additional Solar-Powered Speed Detection Signs for Clifton Road and Main Street – Update.
 - d. One-Way Exit from Railroad Siding Parking Lot – Update.
 - e. Lease Expiring for Pink House Rear Building – Update.
7. New Business:
 - a. 20 MPH Speed Limit for Roads in Clifton – Proposal.
 - b. Dumpster at Fire Station – Inquire re: Relocation and Need for Enclosure.
 - c. Repainting of Faded Red Caboose.
 - d. Replacing Rumble Strips on Clifton Road Coming into Town.
 - e. Traffic Safety for Turning from Chapel Street and Chapel Road.
 - f. Exploring Options for Entrance to 8-Acre Park.
 - g. Recommendations for Town Handyman.
 - h. Alternative Sources of Revenue for Town of Clifton.
8. Adjournment.

2) If anyone attending this meeting requires an ASL or English language interpreter, or any other type of special accommodation or auxiliary aid, please contact the Town Clerk at clerk@cliftonva.gov. A request should be made at least five (5) days in advance of the meeting to provide sufficient time to make the necessary arrangements. These services are available at no charge to the individual.