

Town of Abingdon

INVITATION TO BID



Project Title:

Annual Guardrail Installation, Repair and Maintenance

Bid Release Date: Monday, July 26, 2021

Bid Opening/Due Date: 2:00pm on Tuesday, August 10, 2021

Postal Return Address:

Tyler Vencill
Town Engineer
Town of Abingdon
P. O. Box 789
Abingdon, Virginia 24212-0789

Courier Delivery Address:

Tyler Vencill
Town Engineer
Town of Abingdon
133 West Main Street
Abingdon, Virginia 24210

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ADVERTISEMENT FOR BIDS

Guardrail Installation, Repair and Maintenance Services

Sealed bids for Annual Guardrail Installation, Repair and Maintenance Services for the Town of Abingdon, Virginia will be received by Tyler Vencill, Town Engineer, until **2:00 PM local time, Tuesday, August 10, 2021**, at the Municipal Building, 133 West Main Street, Abingdon, Virginia 24210 at which time they will be opened and publicly read aloud. Copies of the CONTRACT DOCUMENTS may be examined or obtained at the above location. The Work under this contract shall be to obtain the services of a qualified professional contractor to provide a guardrail indefinite quantities contract for all maintenance and repairs of damaged guardrails and installation of new guardrails at various locations within the Town of Abingdon, Virginia.

Sealed proposals shall state on the outside of the envelope the company's name and address and "BID PROPOSAL-ANNUAL GUARDRAIL INSTALLATION, REPAIR & MAINTENANCE", addressed to the attention of Tyler Vencill, Town Engineer, P. O. Box 789, Abingdon, Virginia 24212. **Bidders must be licensed as a Class A Contractor in the Commonwealth of Virginia and prequalified with the Virginia Department of Transportation.** All work shall be in accordance with VDOT Road and Bridge Standards and Specifications, latest edition, and other standards specified by the Town of Abingdon. The bidder's attention is directed to the requirements of Title 2.2 Chapter 43, of the Code of Virginia and Chapter 2, Article V of the Code of Ordinances of the Town of Abingdon. The procedure for withdrawal of bids shall conform to Code of Virginia, Section 2.2-4330.B. (I). The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The Town reserves the right to reject any or all bids, to waive any irregularities or informalities in the bidding, and to accept the proposal, which, in its opinion, will be in the best interest of the Town.

Jimmy Morani, Town Manager
July 26, 2021

BACKGROUND

The Town of Abingdon conducts yearly routine maintenance and repair of guardrail at various locations. The intent of this contract is to establish a yearly term contract for Guardrail Installation, Repair and Maintenance in conjunction with the Town's needs on an as-needed basis with a response time within 10 days from the request for work to be done.

The initial contract will be awarded for a period of (1) one year and will be renewable for two additional one-year terms at the option of the Town.

SCOPE OF WORK

The intent and purpose of this Invitation to Bid (ITB) is to establish an annual contract for the provision of repairing and replacing guardrails on an annual as-needed basis. The awarded Contractor shall fully execute the work to include the repair and/or replacement of guardrails at various locations within the Town of Abingdon in accordance to the specifications and requirements listed herein as well as the current specifications and requirements of the Virginia Department of Transportation (VDOT) Road and Bridge Standards and Specifications, latest edition, and the FHWA Manual of Uniform Traffic Control Devices (MUTCD), on as as-needed, as-requested basis.

The work includes all labor, equipment, and materials to install, repair, replace or maintain guardrail at locations within the town as specified in the BID PROPOSAL, agreement.

General:

- All work shall be completed in a first class workmanship manner, acceptable to the Town in all respects.
- The Contractor shall furnish all supervision, labor, tools, appliances, equipment, supplies, and other accessories necessary to perform Guardrail Maintenance including all applicable permits prior to beginning any work as required by the Town of Abingdon.
- It is intended that the Contractor shall perform all work under this contract with the Contractor's own forces and shall not sublet any portion of the work unless authorized by the Director of Public Works and/or a duly authorized Town representative.
- The Contractor shall be solely responsible for ensuring that all Guardrail Maintenance and Repairs are installed according to the material manufacturer's recommendations and instructions, current VDOT requirements and specifications and requirements of the Town.
- Contractor shall submit quotes for all requested work prior to the commencement of work.
- The Contractor shall submit one (1) invoice for each project.
- The Contractor shall designate a Job Manager who shall be on site during any work being performed. A Town representative shall communicate to the Contractor through the Contractor's Job Manager.
- The Contractor shall submit a plan of operation, including traffic control, to the Director of Public Works or his designee for review.
- The Contractor shall maintain an adequate supply of manpower and equipment to complete the project in a safe and timely manner.

- Any unsatisfactory work done or materials furnished shall be immediately removed and satisfactorily replaced by the contractor when notified to do so by Director of Public Works or his/her project manager at whatever time the inferior work or materials may be discovered. If the contractor neglects or refuses to remove such unsatisfactory work or materials within forty-eight hours after the receipt of notice, the Town may effect removal of the inferior work or materials and the satisfactory replacement thereof, and the expense shall be charged to the contractor and may be deducted from any monies due or to become due under the contract.
- The Town of Abingdon requires that all work to be scheduled and started not later than ten (10) calendar days from date of notification by Town personnel, unless otherwise agreed upon in writing at time of notification. The time necessary to perform each job ordered will be mutually agreed upon after carefully reviewing the work location, amount of work involved, etc., and shall be indicated on the cost proposal. The Contractor shall notify Town of Abingdon Personnel a minimum of three (3) working days in advance of the actual date work is to commence. Any work scheduled for the weekends shall be arranged 48 hours in advanced.
- Work shall be performed according to the schedule conditions provided, weather conditions permitting, excluding all observed Town and State holidays. The Town reserves the right to stop work when the Town deems conditions hazardous to the traveling public. Restrictions to traffic shall be removed by 12:00 p.m. the day before a holiday and shall not be restricted again until 8:00 a.m. the day after the holiday. When a holiday falls on Monday, restrictions shall be removed by 12:00 p.m. the preceding Friday. When a holiday falls on a Friday, restrictions shall not be placed until 10:00 a.m. the following Monday. Work may not be performed on holidays and may be restricted for other special events supported by the Town. Work is not to be performed on weekends unless approved by the public Works Director or his designee. The Town reserves the right to alter these limitations on a case-by-case basis.

The following specifications are provided as a minimal requirement only. The Town will consider any product/service that meets or exceeds the minimum requirements. The Owner will provide the contractor with a work schedule of roads and streets to be resurfaced.

Traffic Control:

The Contractor shall have at least one (1) person on the Project site during all Work operations who currently is certified as a Traffic Control Supervisor (TCS) either by VDOT in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA). This person must have his certification card with him while on the Project site. This person shall be responsible for the oversight of work zone traffic control within the Project limits in compliance with the Contract requirements. This person’s duties shall include supervision of the installation, Adjustment (if necessary), inspection, maintenance, and removal when no longer required, of all work zone traffic control devices on the Project.

Response Requirements:

1. EMERGENCY: Upon notification from the Town of the need of an emergency repair, the Contractor shall make emergency repairs within 24 hours of notification. Emergency repairs are considered those damages, which would immediately impact motorist safety and may include, but are not limited to: exposed end

sections, exposed fixed objects and guardrail that has sustained enough damage as to prevent it from providing protection during another hit.

2. Emergency repairs shall take precedence over non-emergency repairs unless otherwise directed by the Town representative.

3. No additional charges for emergency repairs will be paid other than those listed on the bid lines in this contract.

Hours of Operation:

1. Work shall be performed according to the schedule conditions provided below, weather conditions permitting, excluding all observed Town and State holidays. The Town reserves the right to stop work when the Town deems conditions hazardous to the traveling public.

2. Restrictions to traffic shall be removed by 12:00 p.m. the day before a holiday and shall not be restricted again until 8:00 a.m. the day after the holiday. When a holiday falls on Monday, restrictions shall be removed by 12:00 p.m. the preceding Friday. When a holiday falls on a Friday, restrictions shall not be placed until 10:00 a.m. the following Monday. Work may not be performed on holidays and may be restricted for other special events supported by the Town. Work is not to be performed on weekends unless approved by the Engineer. The Town reserves the right to alter these limitations on a case-by-case basis.

Quality Control:

The awarded Contractor shall be responsible to insure that all installations that are completed shall be equal to or exceed the Virginia Department of Transportation (VDOT) specifications as outlined in the latest edition of the Standard Specifications for Road and Bridge Construction and the latest addition of the VDOT Roadway Design Standards and the FHWA Manual of Uniform Traffic Control Devices (MUTCD).

At the completion of each assigned work location, the Contractor shall contact the Town for inspection of completed work. During the inspection, the Contractor shall demonstrate to the Town that the work is in compliance with the specifications set herein and any codes applicable. Any deficiencies shall be corrected by the Contractor at the Contractor's sole expense within 48 hours and prior to final acceptance of the work. A final inspection result of "satisfactory" is required prior to billing for the work.

COMPETITION INTENDED

It is the Town's intent that this ITB permits competition. It shall be the bidder's responsibility to advise the Public Works Director in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by no later than fifteen (15) days prior to the date set for bids to close.

PROJECT SCHEDULE

Invitation to Bid Release: Monday, July 26, 2021

Sealed Bid Due Date: Tuesday, August 10, 2021 at 2:00 p.m.

Sealed Bid Opening: Tuesday, August 10, 2021

Award Date: Anticipated by August 30, 2021 (pending Abingdon Town Council Approval)

Work To Begin: After Notice to Proceed is issued

CONTRACT AWARD

After Council approval, the Town will enter in to a contract with the lowest responsive and responsible bidder. Documents and information submitted in this Invitation to Bid will be used in that contract. The successful firm will be required to have or acquire a Town of Abingdon Business License before work can begin.

MINIMUM REQUIREMENTS

The Town will evaluate all written submittals. All Bids must meet the specification as outlined in this Invitation to Bid and all Bidders must hold a VDOT GRIT certification. The Town reserves the right to investigate the qualifications and experience of the proposers. Bids not sufficiently detailed or in an unacceptable form may be rejected by the Town. Dates and documentation included in the bid become public information upon award of the contract. The Town may waive any informalities or minor defects, or reject any and all BIDS.

Interested Bidders must follow the process outlined in the following pages in submitting their Bids.

Bidder Requirements

Bidders must be prequalified with the Virginia Department of Transportation and all materials and installation shall be in strict accordance with the latest edition of the Virginia Department of Transportation Standard Specifications for Roads and Structures and the attached guardrail specifications.

Contractors shall be responsive, responsible, and have the capability, experience, and personnel to render the services requested. Bidders shall be able to provide all services referenced herein or assemble a team which can do so. Contractors shall also have the minimum experience of five (5) years with this type of work and shall provide references that verify this experience.

Contractors shall hold a current business license and be properly licensed/registered to operate in the State of Virginia.

Bidder must provide evidence, satisfactory to the Town, of the following insurance requirements:

- Owner requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the Town of Abingdon named as an additional insured hereunder.
- The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:
 - *Bodily Injury by Accident: \$100,000 each accident*
 - *\$1,000,000 per occurrence limit Comprehensive General Liability: \$1,000,000 per occurrence Automobile Liability: \$1,000,000 per occurrence for bodily injury*
 - *\$1,000,000 per occurrence for property damage Workers' Compensation Statutory Limits*
 - Proof of Insurance
- The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not

be cancelled or materially altered, except after (30) thirty days written notice has been received by the Owner.

When determining whether a Bidder is responsible the following factors may be considered. Any one of which will suffice to determine whether a Bidder is responsible or the Bid is the most advantageous to the Town:

- The ability, capacity and skill of the proposer to perform the contract or provide the equipment and/or service required.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer's failure to perform satisfactorily or complete any written contract.
- The previous and existing compliance by the Bidder with laws relating to the contract or service.
- Evidence of collusion with any other Bidders, in which case colluding Bidders will be restricted from submitting further Bids on the subject project or future bids, for a period not less than three years.
- The Bidder has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Bidder shall affirmatively disclose to the Town all such convictions, especially of management personnel or the Bidders as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the Town's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- If the Bidder will be unable, financially or otherwise, to perform the work.
- At the time of the Bid opening, the Bidder is not authorized to do business in the Virginia, or otherwise lacks a necessary license, registration or permit, or VDOT Prequalification
- Any other reason deemed proper by the Town.

If the organization submitting a bid must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the bid, and must include the name and description of the company being contracted. Any subcontractor, if approved, shall be bound by the conditions of the contract between the Department of Public Works and the Contractor.

TAX EXEMPTION

The Town of Abingdon is exempt from federal excise tax and from all State and local taxes. Contractor shall not include such taxes in any invoices under the Contract. Upon request, the Town will furnish the Contractor with tax exemption certificates or the Town tax exempt number. The Town's exemption from taxation does not transfer to Contractor for Contractor's purchases for supplies or services required to complete the Contract.

Bids must be sealed and received no later than 2:00 p.m., Tuesday, January 26, 2021. The submittals are to be marked on the outside "Bid Proposal-Annual Asphalt Resurfacing" along with the Proposers company name.

COMPLIANCE

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply to the project throughout. The Contractor warrants that its performance under this Contract will at all times comply with all local, state and federal laws, codes, rules, ordinances, and regulations; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and Town taxes. The Contractor shall also ensure that all relevant employees and subcontractors shall have all valid and up-to-date licenses required by the State of Virginia necessary for this line of work.

The validity, interpretation, and execution of a contract and the performance of and rights accruing under this Contract are all to be governed by the laws of Virginia.

TERMS AND RENEWALS

The initial contract will be awarded for a period of (1) one year and will be renewable for two (2) additional one-year terms at the option of Town at the same prices, terms, and conditions as set forth in this Contract and the ITB unless otherwise mutually agreed upon.

SELECTION PROCESS

When determining whether a Bidder is responsible the following factors may be considered. Any one of which will suffice to determine whether a Bidder is responsible or the Bid is the most advantageous to the Town:

- The ability, capacity and skill of the proposer to perform the contract or provide the equipment and/or service required.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer's failure to perform satisfactorily or complete any written contract.
- The previous and existing compliance by the Bidder with laws relating to the contract or service.
- Evidence of collusion with any other Bidders, in which case colluding Bidders will be restricted from submitting further Bids on the subject project or future bids, for a period not less than three years.
- The Bidder has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Bidder shall affirmatively disclose to the Town all such convictions, especially of management personnel or the Bidders as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the Town's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- If the Bidder will be unable, financially or otherwise, to perform the work.
- At the time of the Bid opening, the Bidder is not authorized to do business in the Virginia, or otherwise lacks a necessary license, registration or permit, or VDOT Prequalification.
- Failure to provide any of the required documentation/information will be cause for bid to be deemed non-responsive and/or non-responsible and rejected.
- Any other reason deemed proper by the Town.

Award to the lowest responsive and responsible bidder. **Performance and Payment bonds in the amount of 100% of the contract price will be required with the agreement.**

The contractor to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued at the time of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

SUBMISSIONS AND DEADLINES

Before submitting a bid, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.

Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required.

Fully responsive Bid submissions will contain the following information:

1. The name, address, and phone number of three to five current contacts for whom you have performed similar services.
2. Letter or other documentation stating the Project Manager with the following contact information; name, company mailing address, email address, office phone number and if available, mobile phone number.
3. Proof of Insurance
4. Copy of Virginia Contractor licenses
5. Copy of Virginia Contractor Licenses Bid Form and VDOT GRIT Certification completely filled out and signed. (see attachments)
6. Bid Bond (5%)
7. Form completely filled out and signed. (see attachments)

Bids must be received no later than 2:00 p.m., August 10, 2021. The submittals are to be marked on the outside "ITB – Guardrail Installation, Repair and Maintenance Services" along with the Contractor's company name.

Mailed submissions must be received by the deadline and addressed to:

Tyler Vencill
Town Engineer
Town of Abingdon
P. O. Box 789
Abingdon, Virginia 24212-0789

Courier delivered must be received by the deadline and addressed to:

Tyler Vencill
Town Engineer
Town of Abingdon
133 West Main Street
Abingdon, Virginia 24210

Questions concerning the Invitation to Bid can be directed to Michael Surrett by using the contact information below:

Phone (276)-628-3167

Email: msurrett@abingdon-va.gov

Bids received after the stated deadline will not be accepted.

This Invitation to Bid does not commit the Town to pay any costs incurred by the individuals or firms in the preparation and submission of the Bid. The Town of Abingdon reserves the right to reject any or all Bids at any time without penalty.

The Town of Abingdon is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

TERMS AND CONDITIONS

- I. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual.

- II. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for Washington County, Virginia or the United States District Court for the Western District of Virginia at Abingdon. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- III. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Town of Abingdon that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

- a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - iii. 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.
 - iv. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- v. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - vi. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
 - b. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- IV. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- V. E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- VI. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any Town from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- VII. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Abingdon all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Abingdon under said contract.
- VIII. MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS: Failure to submit a bid/proposal on the official Town form provided for that purpose may be a cause for rejection of the bid/proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/proposal; however, The Town of Abingdon reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal.
- IX. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the individual whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Town's Agent, or designee.

X. PAYMENT:

a. To Prime Contractor:

- i. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- iii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

b. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Town of Abingdon shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

c. To Subcontractors:

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

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

- XII. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Town of Abingdon may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Town of Abingdon all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- XIII. **TESTING AND INSPECTION:** The Town of Abingdon reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- XIV. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Abingdon.
- XV. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- a. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Town of Abingdon may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Town of Abingdon's written decision affirming, modifying, or revoking the prior written notice. If the Town of Abingdon decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Abingdon with all vouchers and records of expenses incurred and savings realized. The Town of Abingdon shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Abingdon within thirty (30) days from the date of receipt of the written order from the Town of Abingdon. If the parties fail to agree on an amount of

adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- XVI. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Abingdon, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Abingdon may have.
- XVII. **TAXES:** Sales to the Town of Abingdon are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax included price. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- XVIII. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town of Abingdon to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- XIX. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- XX. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

XXI. MINIMUM INSURANCE COVERAGES AND LIMITS:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Town of Abingdon of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Abingdon shall be added as an additional insured to the policy by an endorsement.
- d. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

XXII. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town of Abingdon will publicly post such notice on the Town of Abingdon's website (www.abingdon-va.gov) for a minimum of 10 days.

XXIII. DRUG-FREE WORKPLACE:

- a. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

- XXV. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- XXVI. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- XXVII. HOLD HARMLESS: Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the Town, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.
- XXVIII. INDEMNIFICATION: The Contractor agrees to indemnify, defend and hold harmless the Town of Abingdon, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- XXIX. TERMINATION:
- a. Termination for Convenience: The Town may terminate a contract, in whole or in part, whenever the parties determine it to be in their best interest, without showing cause, upon giving ten (10) days written notice to the vendor.
 - b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the Town may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Town. The Vendor will be paid for work satisfactorily performed prior to termination.

BID PROPOSAL

Proposal of _____ (hereinafter called "Bidder"),

organized and existing under the laws of the State of _____ doing business as

_____. * To the TOWN OF ABINGDON, VIRGINIA (hereinafter called "Town").

In accordance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of ANNUAL GUARDRAIL INSTALLATION, REPAIR AND MAINTENANCE in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

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

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

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

This Bid Proposal Package is executed by:

Name _____ Title _____

Company Name _____

Address _____

Signature _____ Phone No. _____

Email _____ License # _____

Bid Total \$ _____ Base Bid Total (Written) _____

Bidder acknowledges receipt of the following Addendum:

Bid security in the amount of 5% of the amount bid in the form of (BID BOND) (CERTIFIED CHECK) is submitted herewith.

BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Documents. Each unit price for the items listed on the Proposal shall include mobilization, traffic control, coordination with Town personnel, materials, labor and incidentals associated with the specific item of work and proper disposal of any waste items. Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of work completed and of changes in the scope of the work, all in accordance with the contract documents. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The following unit prices complete in place, which shall include sales tax and all other applicable taxes and fees: Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to remove existing guardrail, anchors of any type and all miscellaneous guardrail components and legally dispose of off Owners Property.

Line Item	Unit	Description	Unit Cost
1	Linear Foot	Remove & Dispose of Existing Guardrail and Components	
2	Linear Foot	Steel Beam Guardrail, (with steel posts)	
3	Linear Foot	Steel Beam Guardrail, (with wooden posts)	
4	Linear Foot	Steel Beam Guardrail, Shop Curve, (various radii)	
5	Linear Foot	Weak Post Double Face Guardrail	
6	Each	Guardrail Anchor Units, Type CAT-1	
7	Each	Guardrail Anchor Units, Type AT-1	
8	Each	Guardrail Anchor Units, Type 350	
9	Each	Guardrail Anchor Units, Type M 350	
10	Each	Cable Guiderail Posts	
11	Each	Cable Guiderail Splices	
12	Each	Cable Guiderail Anchor Units	
13	Each	Additional Guardrail Posts & Blocks (Steel)	
14	Each	Additional Guardrail Posts & Blocks (Wooden)	
15	Each	Additional Steel Blocks	
16	Each	Additional Wooden Blocks	
17	Each	Additional Guardrail Weak Posts	
18	Each	Buffer End Section For CAT-1, AT-1 Anchor Units	
19	Each	Typical End Shoe	
20	Each	Terminal End Section	
21	Linear Foot	Steel Beam Guardrail, (rail only)	
22	Linear Foot	Guardrail with Pre-Punched Holes for Cable Assembly, (rail only)	
23	Each	Structure Anchor Unit, Type XI, (approach end)	
24	Each	Structure Anchor Unit, Type XIII, (trailing end)	
25	Each	Guardrail Structure Post	
26	Each	Impact Attenuator Unit	
27	Each	W-TR Steel Beam Guardrail Transition Section	
28	Linear Foot	Triple Corrugated Steel Beam Guardrail	
29	Each	Triple Corrugated Guardrail Terminal Section	
30	Each	Re-Tension Cable Guiderail	
31	Linear Foot	Re-Setting Existing Rail	
32	Linear Foot	New Cable Guardrail	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal,
and _____ as Surety, are
hereby held and firmly bound unto The Town of Abingdon as OWNER in the penal sum of
_____ for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
Signed, this _____ day of _____, 20____. The Condition of the above obligations such
that whereas the Principal has submitted to _____ a
certain BID, attached hereto and made a part hereof to enter into a contract in writing for the: _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein state.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L. S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT; made this _____ day of _____ in the
year _____ by and between the Town of Abingdon, Virginia, hereinafter called the Owner,
and _____ hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor; for the consideration Hereinafter named, agree as follows:

- ARTICLE I. The Contractor agrees to furnish all of the materials, equipment, appliances, services and labor necessary, to perform all of the work described in the specifications for the project entitled "ANNUAL GUARDRAIL INSTALLATION, REPAIR AND MAINTENANCE" for the Town of Abingdon.
- ARTICLE II. The Contractor agrees that the work under this Contract will be commenced in a timely manner, agreed upon by both the Owner and Contractor once a Work Schedule has been issued. A Notice to Proceed will be issued by the Owner to the Contractor and the Contractor is authorized to proceed. Additional work requested by the Owner during the contract will be done within a period agreed upon by both the Owner and the Contractor. No mobilization fee shall be paid to the Contractor for additional work added to an existing work schedule. No mobilization fee shall be paid to the Contractor for the resumption of work on a work schedule that has been paused unless otherwise agreed upon by the Owner.
- ARTICLE III. This agreement is for an as-need, unit price contract, and all payment shall be based on the quantity of work performed, at the unit prices established in this agreement, based on the unit prices in the accepted bid. Payments on account thereof shall be made by the Treasurer of the Town of Abingdon not more than 45 days following the approval of Pay Applications by the Director of Public Works in accordance with the provisions of the Contract Documents.
- ARTICLE IV. The Owner and the Contractor hereby agree that the Specifications and any Drawings, together with this agreement and accepted bid, form the Contract, and that the Specifications and any Drawings are as fully a part of the Contract as if hereto attached or herein repeated. The Owner and the Contractor, for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.
- ARTICLE VI. The contractor shall abide by V. Code § 2.2-4311. Employment discrimination by contractor is prohibited; required contract provisions:
During the performance of this contract, the contractor agrees as follows:
a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the

normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, band c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

ARTICLE VII. The Town reserves the right to procure goods and/or services to be provided under the Contract from other sources in the event Contractor fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in the Contract.

The Town may at any time, and for any reason, terminate the Contract by written notice to Contractor specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is mailed. Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in the Contract.

In the event of such termination, Contractor shall be paid the work satisfactorily completed or partially completed, and accepted by the Town, at the time of termination. Upon receiving the notice of termination, Contractor shall withdraw its personnel and equipment, if any, cease performance of any further work under the Contract, and turn over to the Town any work completed or in process for which Town has paid.

AGREEMENT SIGNATURES

IN WITNESS WHEREOF THEY HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS:

CONTRACTOR:

Witness Print Name

Contractor Print Name

Witness Signature

Contractor Signature

Title: _____

Date: _____

Date: _____

WITNESS:

TOWN OF ABINGDON, VIRGINIA

Witness Print Name

TOA Representative Print Name

Witness Signature

TOA Representative Signature

Title: _____

Date: _____

Date: _____

NOTICE OF AWARD



TO:

PROJECT DESCRIPTION:

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____ and information for Bidders.

You are hereby-notified that your BASE BID has been accepted for items in the amount of \$_____. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

This the _____ day of _____, 20_____.

By _____ Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD hereby acknowledges.

By _____

This the _____ day of _____, 20_____.

By _____

Title _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the:

TOWN OF ABINGDON
P. O. BOX 789
ABINGDON, VIRGINIA 24212

hereinafter called OWNER, in the penal sum of _____
Dollars, (\$ _____) in lawful money of the United States for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and
made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary By: _____(s)

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Surety

ATTEST:

By: _____
Attorney in Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the:

TOWN OF ABINGDON
P. O. BOX 789
ABINGDON, VIRGINIA 24212

hereinafter called OWNER, in the penal sum of _____
Dollars, (\$ _____) in lawful money of the United States for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and
made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions
thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty
period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save
harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall
reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default,
then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the
SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the
WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST: _____
Principal
By: _____ (s)

(Principal) Secretary

(SEAL) _____
(Address)

Surety

(Witness as to Principal)

(Address)

ATTEST: _____
(Surety) Secretary

(SEAL)

Witness as to Surety By: _____
Attorney in Fact

(Address) _____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE TO PROCEED



TO:

DATE:

PROJECT DESCRIPTION:

You are hereby notified to commence work in accordance with the Agreement dated _____, on or after _____.

This the _____ day of _____, 20_____.

By _____ Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED hereby acknowledged

By _____

This the _____ day of _____, 20_____.

By _____ Title _____