



**TOWN OF ABINGDON, VIRGINIA
TOWN COUNCIL MID-MONTH MEETING
THURSDAY, JANUARY 26, 2023 – 2:30 pm
TOWN HALL – ARTHUR CAMPBELL ROOM**

DRAFT AGENDA

Please note there will be an opportunity during the meeting for citizens to address the Town Council when the Mayor declares public comments open. We request that anyone addressing the Council sign up, approach the podium when called, state your first and last name, and provide your complete mailing address.

- A. WELCOME** – *Mayor Pillion*
- B. ROLL CALL** – *Kim Kingsley, Clerk*
- C. PLEDGE OF ALLEGIANCE** – *Vice Mayor Dwyane Anderson*
- D. APPROVAL OF AGENDA** – *Mayor Pillion*
- E. PUBLIC COMMENTS** – Please place your name on the sign-up sheet provided; comments are limited to three (3) minutes per person.
 - Town of Abingdon residents
 - Other public comments (e.g. property owners, organizations)
- F. PROCLAMATIONS**
- I. PUBLIC HEARING** - Please place your name on the sign-up sheet provided; comments are limited to five (5) minutes per person.
- J. RESOLUTIONS**
 - 1. Resolution supporting Industrial Access Railroad Track Funds – *Tonya Triplett, Director of Economic Development and Tourism*
- K. FIRST READING OF ORDINANCES**
- L. SECOND READING OF ORDINANCES**
- M. CONSIDERATION OF BIDS**
 - 1. On-call general maintenance and repair services for various facilities owned and operated by the Town. – *Michael Surrett, Director of Public Works*
 - 2. Agreement with Velosolutions- American Ramp Company for design and construction for pump track services – *Mayana Rice, Assistant Town Manager and Director of Community Development*
- N. NEW BUSINESS**
 - 1. Consideration of rescheduling the March 6, 2023 meeting – *Mayor Pillion*
- O. OLD BUSINESS**
- P. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER**
 - 1. Presentation of current financial report – *Steve Trotman, Director of Finance*
- Q. COUNCIL MEMBER REPORTS**
- R. APPOINTMENTS TO BOARDS AND COMMITTEES**

1. Consideration of appointing Derek Webb to replace Dwyane Anderson on the Tree Commission – *Mayor Pillion*

S. CLOSED SESSION

T. ADJOURNMENT

ABINGDON TOWN COUNCIL

Agenda Item Summary

MEETING DATE: January 26, 2023 **AGENDA ITEM:**

ITEM TITLE: Rail Industrial Access

SUMMARY: Resolution Supporting grant application for Appalachian Chemical Company to apply for Rail Industrial Access through the Virginia Department of Rail and Public Transportation. Resolution to support the application for Appalachian Chemical Company to apply for up to \$125,000

PRIOR ACTION(S): N/A

FISCAL IMPACT: TBD

STAFF CONTACT(S): Tonya Triplett

RECOMMENDATION: Approval of resolution supporting the grant application



**A RESOLUTION SUPPORTING
INDUSTRIAL ACCESS RAILROAD TRACK FUNDS**

WHEREAS, Appalachian Chemical Company has expressed its intent and desire to the Town of Abingdon to locate its commercial, business, or industrial operations in the Town of Abingdon; and

WHEREAS, Appalachian Chemical Company and its operation will require rail access; and

WHEREAS, the Officials of Appalachian Chemical Company have reported to the Town their intent to apply for Industrial Access Railroad Track Funds from the Commonwealth of Virginia's Department of Rail and Public Transportation in the amount of up to \$125,000; and

WHEREAS, Appalachian Chemical Company has requested that the Town provide a resolution supporting its application for said funds, the Virginia Department of Rail and Public Transportation administers.

NOW, THEREFORE, BE IT RESOLVED that the Town endorses and supports the application of Appalachian Chemical Company for up to \$125,000 in Industrial Access Railroad Track Funds; and

BE IT FURTHER RESOLVED that the Town makes known its desire and intent to support the Commonwealth Transportation Board in providing the maximum financial assistance to Appalachian Chemical Company to locate its business in the Town.

TOWN OF ABINGDON, VIRGINIA

By: _____
Mayor

The undersigned clerk of the Town of Abingdon, Virginia (the "Town"), hereby certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Council held on January 26, 2023. I hereby further certify that such meeting was an organization/ regular scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution was as follows:

MEMBERS	ATTENDANCE	VOTE
Amanda Pillion, Mayor		
Dwyane Anderson, Vice Mayor		
Derek Webb		
Donna Quetsch		
Wayne Austin		

WITNESS MY HAND and the seal of the Town of Abingdon as of January 26, 2023.

(SEAL)

Clerk, Town of Abingdon

ABINGDON TOWN COUNCIL

Agenda Item Summary

MEETING DATE: Jan 26, 2023

AGENDA ITEM: Consideration of Bids

ITEM TITLE: RFP- Maintenance and General Services

SUMMARY: The Town of Abingdon requested proposals from qualified and interested firms and contractors to provide On-call General Maintenance and Repairs Services for various facilities owned and operated by the Town of Abingdon. The Town received two (2) bids for this contract. This term contract is not to exceed \$500,000.00 over the next five (5) years.

PRIOR ACTION(S):

FISCAL IMPACT:

STAFF CONTACT(S): Michael Surrett, Director of Public Works

RECOMMENDATION: Award to BELFOR PRPOERTY PRESERVATION

Town of Abingdon
Department of Public Works
Tabulation of Received Bids

Town of Abingdon
Department of Public Works
Tabulation of Received Bids

Wednesday, December 21, 2022

[illegible]

Town of Abingdon
Department of Public Works

Tabulation of Received Bids

ON-call General Maintenance and Repairs

Bidder	Licensed in Virginia	Complete Bid Package	Bid Form (signed)	Bid Proposal	Responsive & Responsible	Base Bid	Add Alternate Bid	Total Bid
Belfor	Y	Y	Y	Y	YES	\$78,105.00		\$78,105.00
J. Ross	Y	N	Y	Y	NO	\$121,642.80		\$121,642.80
0	0	0	0	0		\$0.00		\$0.00
0	0	0	0	0		\$0.00		\$0.00
0	0	0	0	0		\$0.00		\$0.00
0	0	0	0	0		\$0.00		\$0.00
0	0	0	0	0		\$0.00		\$0.00
0	0	0	0	0		\$0.00		\$0.00
0	0	0	0	0		\$0.00		\$0.00
0	0	0	0	0		\$0.00		\$0.00

Department Head Recommendation: Award to BELFOR as lowest bidder, responsive and responsible

Town of Abingdon
Department of Public Works

TABULATION OF BIDS RECEIVED FOR:
 On-call General Maintenance and Repairs
 December 21, 2022

ITEM	DESCRIPTION	Estimated Hours/year	Estimated Hours/year Overtime	1st Low Bidder					2nd Low Bidder					3rd Low Bidder				
				Belfor					J. Ross									
				Hourly Rate	Overtime Hourly Rate	Base Bid	% of Cost for travel	Base Bid	Hourly Rate	Overtime Hourly Rate	Base Bid	% of Cost for travel	Base Bid	Hourly Rate	Overtime Hourly Rate	Base Bid	% of Cost for travel	Base Bid
1	Site Supervisor	200	50	\$50.00	\$50.00	\$12,500.00	21%	\$12,500.00	\$75.00	\$120.00	\$21,000.00	25%	\$21,000.00			\$0.00		\$0.00
2	Estimator	20	10	\$35.00	\$35.00	\$1,050.00		\$1,050.00	\$67.70	\$108.32	\$2,437.20		\$2,437.20			\$0.00		\$0.00
3	Plumber	100	25	\$100.00	\$120.00	\$13,000.00		\$13,000.00	\$101.40	\$162.24	\$14,196.00		\$14,196.00			\$0.00		\$0.00
4	Electrician	60	20	\$100.00	\$120.00	\$8,400.00		\$8,400.00	\$195.20	\$312.32	\$17,958.40		\$17,958.40			\$0.00		\$0.00
5	Plumbing apprentice	100	25	\$50.00	\$67.00	\$6,675.00		\$6,675.00	\$63.90	\$102.24	\$8,946.00		\$8,946.00			\$0.00		\$0.00
6	Electrical apprentice	60	20	\$50.00	\$67.00	\$4,340.00		\$4,340.00	\$170.20	\$272.32	\$15,658.40		\$15,658.40			\$0.00		\$0.00
7	Finish Carpenter	20	10	\$60.00	\$80.00	\$2,000.00		\$2,000.00	\$62.00	\$99.20	\$2,232.00		\$2,232.00			\$0.00		\$0.00
8	Helper/laborer	50	20	\$30.00	\$54.00	\$2,580.00		\$2,580.00	\$39.70	\$63.52	\$3,255.40		\$3,255.40			\$0.00		\$0.00
9	Painter	150	40	\$60.00	\$80.00	\$12,200.00		\$12,200.00	\$55.00	\$88.00	\$11,770.00		\$11,770.00			\$0.00		\$0.00
10	Plasterer/drywall finisher	50	20	\$60.00	\$80.00	\$4,600.00		\$4,600.00	\$58.00	\$92.80	\$4,756.00		\$4,756.00			\$0.00		\$0.00
11	Framing Carpenter	50	20	\$60.00	\$80.00	\$4,600.00		\$4,600.00	\$51.70	\$82.72	\$4,239.40		\$4,239.40			\$0.00		\$0.00
12	Lead Mitigation	150	40	\$52.00	\$70.00	\$10,600.00		\$10,600.00	\$71.00	\$113.60	\$15,194.00		\$15,194.00			\$0.00		\$0.00
BASE BID TOTAL				\$82,545.00					\$121,642.80					\$0.00				

Responsive and Responsible

Responsive and Responsible

Responsive and Responsible

DESCRIPTION	Estimated Hours/year	Estimated Hours/year Overtime	4th Low Bidder					5th Low Bidder					6th Low Bidder				
			Hourly Rate	Overtime Hourly Rate	Base Bid	% of Cost for travel	Base Bid	Hourly Rate	Overtime Hourly Rate	Base Bid	% of Cost for travel	Base Bid	Hourly Rate	Overtime Hourly Rate	Base Bid	% of Cost for travel	Base Bid
Site Supervisor	200	50			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Estimator	20	10			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Plumber	100	25			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Electrician	60	20			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Plumbing apprentice	100	25			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Electrical apprentice	60	20			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Finish Carpenter	20	10			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Helper/laborer	50	20			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Painter	150	40			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Plasterer/drywall finisher	50	20			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Framing Carpenter	50	20			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
Lead Mitigation	150	40			\$0.00		\$0.00			\$0.00		\$0.00			\$0.00		\$0.00
BASE BID TOTAL			\$0.00					\$0.00					\$0.00				

Responsive and Responsible

Responsive and Responsible

Responsive and Responsible

Tabulated By: _____
 Matthew Henderson
 Town of Abingdon



**AGREEMENT between
VELOSOLUTIONS - AMERICAN RAMP COMPANY and
TOWN OF ABINGDON, VIRGINIA
FOR DESIGN AND CONSTRUCTION OF PUMP TRACK SERVICES**

This Agreement entered into on the ____ day of January 2023, by and between Velosolutions – American Ramp Company, having offices at _____, _____, _____ (Federal EIN # _____), and hereafter called “Contractor”, and Town of Abingdon, Virginia, a political subdivision of the Commonwealth of Virginia, having its administrative office at 133 West Main Street, Abingdon, Virginia, 24210, and hereafter called “Town”.

WITNESSETH:

WHEREAS, the Town has procured the services of the Contractor for joint procurement through Sourcewell.

WHEREAS, Contractor desires to provide the Town with such goods/services as authorized by the Town and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

NOW, THEREFORE, for and in consideration of the promises, the mutual benefits to the parties from entering into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. Contractor will provide services to Town as set forth in the attached Scope of Services (“Scope of Services”/“Services”) attached hereto as Exhibit A and a part hereof.
- B. Contractor will use its staff and may use subcontractors to provide Services to Town.
- C. Contractor, its subcontractors, and their respective employees are and shall remain independent contractors in performing the Services under this Agreement.
- D. Services shall be performed and completed by Contractor within the time frames set forth in the Scope of Services, time being of the essence of this provision.

SECTION 2. TERM

- A. **Term.** This Agreement shall commence on _____, 2023, and shall continue until _____, 202__, when work shall be completed, but may be extended for a period of time upon mutual agreement by both parties, but shall remain subject to termination pursuant to the terms of this Agreement or for non-appropriation of funding by Town.



SECTION 3. RESPONSIBILITIES OF CONTRACTOR.

- A. Contractor will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of Town.
- B. Contractor will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. Contractor, its staff and Subcontractors shall comply with Town's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.

SECTION 4. RESPONSIBILITIES OF THE TOWN.

- A. Upon satisfactory completion of the work specified in the Scope of Work, the Town shall pay to Contractor Two Hundred Thirty Five Thousand Twenty Nine dollars and zero cents (\$235,029.00).

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Town's representative shall be:

Tonya Triplett
Director of Economic Development and Tourism
(276) 676 - 2282
ttriplett@abingdon-va.gov

Contractor representative shall be:

Alec Baldwin
Action Sports Development Manager – American Ramp Company
(417) 206 – 6816 ext 163
(417) 629 - 6153
americanrampcompany

- B. **Incorporated Provisions.** This Agreement shall be performed in accordance with any applicable, required contractual provisions set forth in the Town's purchasing or procurement regulations, and the Virginia Public Procurement Act, §§ 2.2-4300, *et seq.*, Virginia Code, in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.
- C. **Contractual.** Disputes with respect to this Agreement shall be governed by Virginia Code § 2.2-4363 or similar provision in Town's purchasing or procurement ordinances or procedures.



- D. **Ownership and Status of Documents.** Contractor shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Town upon written request.

SECTION 6. GENERAL TERMS AND CONDITIONS

- A. The General Terms and Conditions of Exhibit B are incorporated as if fully set forth.

SECTION 7. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

THE TOWN OF ABINGDON, VIRGINIA
a Virginia municipal corporation

By: _____
Mike Cochran, Town Manager

APPROVED AS TO FORM:

Cameron Bell, Town Attorney

Velosolutions – American Ramp Company

By: _____



EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following equipment and services:

DESIGN/PLANNING DOCUMENTATION: Planning documents will be provided for the phase 1 pump track including limits of disturbance, location of silt fence, and general specifications. Also provided will be details on phase 2 trails with limit of disturbance and grade modifications.

CONSTRUCTION: Asphalt pump track as determined by design meetings and conceptual design. Scope of work is limited to the footprint of the asphalt pump track as included as Exhibits to this contract as follows:

PLANNING DOCUMENTS

1.1 Site Plan/Layout Plan

- Provide location of park perimeter and elements using horizontal coordinate curve data and/or horizontal dimensioning.

1.2 Grading & Drainage/Utility Plan

- Show vertical spot elevations of park surfaces and adjacent park elements.
- Location and sizing of necessary drainage structures, sizing and location of pipe daylight, invert and finish grades of drains.

1.3 Elevation Plan

- Show vertical relations of park perimeter to adjacent grades, berms, buffers & landscaping areas.

1.4 Construction Details

- Provide sufficient construction detailing for the construction of the park
- Provide all proposed manufactures details / specifications.

1.8 Specifications

- Provide CSI (Construction Specification Institute) format specifications for all park items.

1.9 Review Period

- Submit planning documents & specifications.
- Address & correct any redline drawings and specification comments from Town review.

Task 1 Deliverables:

- One (1) set of Final planning drawings sent electronically to Town.
- One (1) set of construction specifications in the CSI format as amended by Town sent electronically to Town.

CONSTRUCTION PHASE

2.1 INCLUDES:

- Fabrication and installation of any features
- All labor, supplies, tools, materials, and equipment required per scope of work
- Earthmoving techniques
- Pour and finish asphalt



2.2 EXCLUDES:

- Fencing of any kind
- Site testing and inspections: standard proctor/density testing, onsite concrete cylinders, engineering, surveying, or testing services.
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Any landscaping
- Toxic or hazardous material handling or removal.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Any work not specifically indicated above.

2.3 CUSTOMER PROVIDES:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.
- Soil and Sod for the interior and exterior of the pump track.

Task 2.0 Deliverables:

- Fully constructed asphalt pump track.

Price breakdown

Asphalt Pump track- \$220,029.00

Planning documents for phase 1 and 2- \$15,000.00

Total: \$235,029.00

2.3 All portions of this contract will be billed in progress billings to be submitted to the Town by the Contractor based on the following milestones:

25% At Signing of Contract

25% Upon Mobilization

25% Upon Construction Kickoff

25% Upon Completion of Construction and Sign Off





EXHIBIT B

GENERAL TERMS AND CONDITIONS:

- A. **Advertising:** No indication of sales or services to the Town will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Town has purchased or uses any of its products or services, and the Contractor shall not include the Town in any Town list in advertising and promotional materials, unless the Contractor has been given written permission by a Town of Abingdon representative who is authorized to sign on behalf of the Town.
- B. **Anti-Trust:** The Contractor conveys, sells, assigns, and transfers to the Town 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 under this Agreement.
- C. **Applicable Laws and Courts:** This Agreement, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws, provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth in Washington County, Virginia or in the United States District Court at Abingdon. The Town and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- D. **Assignment of Contract:** This Agreement shall not be assignable by the Contractor in whole or in part without the written consent of the Town.
- E. **Authority to Transact Business:** Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, the 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 by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the Agreement.
- F. **Availability of Funds:** It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.
- G. **Cancellation of Contract:** The Town may terminate any agreement at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.
- H. **Certification regarding Non-segregated Facilities:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, by the execution of this Agreement, the Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are



segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

- I. **Changes to the Contract:** Changes can be made to the Agreement in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An 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. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance approval of the Town Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 - b. The Town 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. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town 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 Town'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 with all vouchers and records of expenses incurred and savings realized. The Town 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 within thirty (30) days from the date of receipt of the written order from the Town. 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 Agreement. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Agreement shall excuse the Contractor from promptly complying with the changes ordered by the Town or with the performance of the Agreement generally.
- J. **Clarification of Terms:** The Town will assume no responsibility for oral instructions, suggestion or interpretation.



- K. Compliance with All Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work. The Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Contractor. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Town and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Town in writing.
- L. Compliance with Lobbying Restrictions:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, by signing this Agreement, the Contractor certifies that:
- Since promulgation of the federal requirements implementing Section 319 of PL 101-121, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Contractor, 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 a 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;
 - 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - The Contractor shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.
- M. Confidentiality of Personally Identifiable Information:** The Contractor assures that, in the event that this Agreement involves information and data obtained as to personal facts and circumstances related to patients, students or Towns, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Town's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Town of any breach or suspected breach in the security of such information. Contractors shall allow the Town to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees, subcontractor or agents working on this project may be required to sign a confidentiality statement.



- N. Contractor License Requirements:** State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the Town.
- O. Contractual Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The Town has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the Town. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- P. Correction of Errors:** The Contractor shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. The Contractor will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse the Town for any costs incurred. Acceptance of the plans or reports by the Town shall not relieve the Contractor of the responsibility of subsequent correction of errors.
- Q. Disadvantaged Business Enterprises/Small, Woman and Minority Business:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, the Contractor, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreement by reference. The Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Subpart E of 49 CFR 26, Section 26.13 requires each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
- The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. If a DBE goal has been established for this project, further, the Consultant agrees to provide the Town with the dollar amount contracted and name of each subcontractor which identifies itself as a DBE. Include the following wording on contract with DBE Goals: **The DBE goal for this contract is __%.**
- R. Debarment:** Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this Agreement, nor are they an agent of any person or entity that is currently so debarred.
- S. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, 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 may have.

- T. **Drug-Free Workplace:** (applies to contracts of \$10,000 or greater); Pursuant to Virginia Code Section § 2.2-4312, during the performance of this Agreement, Contractor agrees as follows:
1. Contractor will provide a drug-free workplace for Contractor's employees.
 2. Contractor will 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 4. Contractor will include the provisions of the foregoing Sections A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor
- U. **Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Exhibits, the statements in the body of this Agreement will control.
- V. **Error in Extension of Prices:** In the case of error in the extension of prices the unit price shall govern.
- W. **Ethics in Public Contracting:** If applicable to a bid made prior to this Agreement, pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
- X. **Expression of Interest Internal Controls:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, all firms submitting EOI (prime consultants, joint ventures and sub-consultants) must have internal control systems in place that meet federal requirements for accounting. The Contractor acknowledges and agrees that it has such systems and that they comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." Contractor and any other applicable entity submitted their FAR audit data to the Town within ten work days of being notified of their selection.
- Y. **Form W-9 Required:** Contractor acknowledges and agrees that a W-9 form is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Z. **Headings:** Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- AA. **Idling Reduction Requirement:** Contractor shall comply with the Town's Idling Reduction Policy for Motor Vehicles and Equipment for any work performed within the Town.



BB. Immigration Reform and Control Act: 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.

CC. Indemnification: Contractor hereby assumes, and shall defend, indemnify and save the Town and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the Town and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, Town officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the Town may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

DD. Insurance Contractor has purchased and will maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in this paragraph, protecting from claims which may arise out of or result from the Contractor's performance or non-performance of services under this Agreement, or the performance or non-performance of services under this Agreement by anyone directly or indirectly employed by the Contractor or for whose acts it may be liable.

Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employer's Liability: \$1,000,000

EE. Interpretation; Construction. The terms of this Agreement have been fully negotiated by the parties, and no party is deemed to be the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be



employed in the interpretation of this Agreement. The parties agree that the Agreement is clear on its face and that evidence will not be discoverable or admissible during any litigation regarding the Agreement.

FF. New Equipment: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be used under this Agreement.

GG. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

HH. Non-discrimination: Contractor certifies to the Town that it 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 Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. 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 recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code §2.2-4343.1(E)). Every contract over \$10,000 shall include the provisions:

1. 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 any other basis prohibited by 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, shall state that it is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

II. OSHA Standards: Contractor and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

JJ. Ownership of Documents: All information, documents, and electronic media furnished by the Town of Abingdon to the Contractor belong to the Town, are furnished solely for use in



connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the Town hereunder is specifically authorized in writing by the Town in advance. All documents or electronic media prepared by or on behalf of the Contractor for the Town are the sole property of the Town, free of any retention rights of the Contractor. The Contractor hereby grants to the Town an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

KK. Payment:

a. To Contractor:

- i. The Town shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Town fails to make payment by the required payment date, the Town shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- ii. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the Town with a federal employer identification number, prior to receiving any payment from the Town.
- iii. 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 Town contract number and/or purchase order number.
- iv. 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 Town department is being billed.
- v. 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town of Abingdon shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached



within thirty (30) days of notification. The provisions of this section do not relieve any Town department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

i. Contractor is hereby obligated:

- a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- b. To notify the Town and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

ii. 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 Town, 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 Town.

LL. Permits and Fees: The amount due under this Agreement includes the cost of any business or professional licenses, permits or fees required by the Town or the Commonwealth of Virginia. The Contractor must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

MM. Precedence of Terms: In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this Agreement, or as incorporated from a request for proposal or invitation to bid, the Specific Terms and Conditions shall apply.

NN. Public Inspection of Certain Records: Contractor acknowledges and agrees that except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the Town's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the Town decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a Contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.

oo. Records: The Contractor and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Contractor's offices at all reasonable times and will be subject to audit and



inspection by the Town or any authorized representatives of the Federal Government. Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the Contractor and the subcontractor and for three years after written acceptance by the Contractor, for audit and inspection by the Town or any authorized representatives of the Federal Government. It shall be the Contractor's responsibility to notify the Town, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the Contractor's liability for any costs not supported by the proper documentation for the subcontractor's phase of the services. Final payment for the subcontractor's phase of the services will be made after total costs are determined by the final audit of the subcontractor.

- PP. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- QQ. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.
- RR. Taxes:** Contractor acknowledges and agrees that The Town of Abingdon is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the Town's tax-exempt status will be furnished by the Town upon request.
- ss. TDD/TTY Equipment for the Deaf:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, by when seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the Contractor agrees to ensure that all citizens have equally effective communication. The Contractor agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The Contractor will provide notice of a TDD/TTY number whenever a standard telephone number is provided.
- TT. Testing and Inspection:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- UU. Transportation and Packaging:** All prices submitted must be FOB Destination - Freight Prepaid and Allowed. Contractor certifies and warrants that the price 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.
- vv. Use of Brand Names:** Unless otherwise provided in this Agreement, the name of a certain brand, make or manufacturer does not restrict 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 Town, in its sole discretion, determines to be the equal of that



specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Contractor 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 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. Unless the Contractor clearly indicated in a bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

- ww. Virginia Government Frauds Act:** Contractor is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, and Article 1.1. and, if applicable to this Agreement, submitted a certification that its offer, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.
- xx. Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.