



TOWN OF ABINGDON, VIRGINIA
Town Council Meeting
Joint Meeting with Washington County Board of Supervisors
Thursday, March 23, 2023 – 6:30 pm
Town Hall – Council Chambers

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. PRAYER** – Tyler Vencill, Community Pastor, Highlands Fellowship
- E. APPROVAL OF AGENDA** – Mayor Pillion
- F. CLOSED SESSION** with Washington County Board of Supervisors pursuant to Virginia Code §2.2-3711(A)(5), a matter involving a prospective business not yet disclosed.
- G. 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)
- H. APPROVAL OF MINUTES**
 - February 1, 2023 Retreat minutes
 - February 6, 2023 minutes
 - February 23, 2023 minutes
- I. PROCLAMATIONS**
- J. PUBLIC HEARING** - Please place your name on the sign-up sheet provided; comments are limited to five (5) minutes per person.
 - 1. Public Hearing - the construction of a sidewalk addition, within the existing right of way, along the north side of East Main Street from an existing sidewalk at the Dollar General store to an existing concrete entrance gutter near St. John's Lutheran Church for a length of approximately 345 feet. Funding for this project was secured through VDOT using the Highway Safety Improvement Program.
- K. RESOLUTIONS**
- L. FIRST READING OF ORDINANCES**
- M. SECOND READING OF ORDINANCES**
- N. CONSIDERATION OF BIDS**
 - 1. Consideration of bid from American Ramp Company for design and construction of skills

track at The Meadows for \$232,570.71 - *Tonya Triplett, Director of Economic Development and Tourism*

2. Consideration of contract for wayfinding signage allocated through the Capital Improvement Plan with Frazier Associates for \$50,000 – *Mayana Rice, Assistant Town Manager and Director of Community Development*

O. NEW BUSINESS

1. Consideration of disposing of personal property, specifically compost mixer, to the Town of Marion, Virginia for \$8,500 – *Mayana Rice, Asst. Town Manager and Director of Community Development*

P. OLD BUSINESS

Q. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER

R. COUNCIL MEMBER REPORTS

S. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Board of Zoning Appeals
 - Appointment to fill two vacancies

If Council so desires, Closed Session pursuant to the Code of Virginia, 1950, as amended, Section 2.2-3711(A)(1) for the purpose of considering applications for appointment/reappointment the position(s) on the Board of Zoning Appeals

T. CLOSED SESSION

U. ADJOURNMENT

**TOWN OF ABINGDON
RETREAT MEETING
WEDNESDAY, FEBRUARY 1, 2023 – 11:00 am
Jubilee House Retreat and Conference Center
822 East Main Street, Abingdon, Virginia**

The retreat of the Abingdon Town Council was held on Wednesday, February 1, 2023 at 11:00 am at the Jubilee House Retreat and Conference Center, 822 East Main Street, Abingdon, Virginia.

A. WELCOME – *Mayor Pillion*

B. ROLL CALL

Members of Council Present:

Wayne Austin
Donna Quetsch
Derek Webb
Dwyane Anderson
Mayor Pillion

C. APPROVAL OF AGENDA

On motion of Mr. Webb, seconded by Mr. Anderson, approved the agenda as presented.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Anderson	Aye
Mr. Webb	Aye
Mayor Pillion	Aye

D. INTRODUCTORY REMARKS

Town Manager Mike Cochran welcomed everyone and introduced Jimmy Sanderson with Davenport and Associates to present the Town's Comprehensive Financial Review.

E. Presentation from Davenport & Associates

Jimmy Sanderson presented the Comprehensive Financial Review including:

- Served as financial advisors since 1990
- Inaugural credit rating in 1992
- Currently holds strong credit ratings from Moody's and Standard & Poor's
- Bond funding for The Meadows
- Development of financial policy guidelines
- Pro Forma Analysis recommended utility rate increases and funding strategies

- Peer comparison
- General Fund Operations
- Assessment of General Fund Reserve Levels (*i.e. Fund Balance*)
- Debt Structure

F. Discussion regarding Council goals

Town Manager Mike Cochran and Assistant Town Manager Mayana Rice discussed the following:

- Review FY 2022/2023
- Establish goals for FY 2023/204
- Establish priorities
- Cast vision

In conclusion, Council agreed regarding the following priorities:

- Infrastructure
- Tourism
- Recreation
- Art
- Attract young families
- Business support
- Housing
- Safety

Mayor Pillion declared the meeting adjourned.

Mayor Amanda Pillion

Kimberly Kingsley, Clerk

**TOWN OF ABINGDON
REGULAR COUNCIL MEETING
MONDAY, FEBRUARY 6, 2023 – 6:30 PM
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

A regular Council meeting of the Abingdon Town Council was held on Monday, February 6, 2023 at 6:30 pm in the Council Chamber of the Municipal Building.

- A. WELCOME**
- B. ROLL CALL**

Members of Council Present:

Mayor Amanda Pillion
Dwyane Anderson
Donna Quetsch
Derek Webb

Members of Council Absent:

Wayne Austin

- C. PLEDGE OF ALLEGIANCE** – Mrs. Quetsch led the Pledge of Allegiance.
- D. PRAYER**
- E. APPROVAL OF AGENDA (VIDEO 8:18 – 8:57)**

Mayor Pillion said she would entertain a motion to amend the agenda to move item P-1, Swearing in of Abingdon Police Department Sergeant after Public Comments, Item F.

On motion of Mr. Anderson, seconded by Mr. Webb, Council approved agenda as amended.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

- F. PUBLIC COMMENTS - None**
- G. APPROVAL OF MINUTES (VIDEO 14:19 – 14:49)**

- January 3, 2023 minutes
- January 26, 2023 minutes

On motion of Mr. Webb, seconded by Mr. Anderson, approved the January 3, 2023 and January 26, 2023 minutes as presented.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

H. PROCLAMATIONS

I. PUBLIC HEARINGS (VIDEO 14:52 – 40:41)

1. Proposed special use permit to construct a monument sign at the intersection of Jonesboro Road and Ole Berry Drive; Applicant: Snyder Signs, Inc. on behalf of Berry Home Centers, Inc. The monument sign will be signage for properties and businesses within the Oakstone Development with proposed placement on Tax Parcel 104C212-4, Owner Archland Property I, LLC., 1105 Ole Berry Drive

Assistant Town Manager and Director of Community Development Mayana Rice stated Berry Home Center (Applicant) and Snyder Signs (Representative) have requested approval of a Special Use Permit per Section 15-9 of the Town of Abingdon Zoning Ordinance to construct a monument tenant sign structure at the northeast corner of the intersection of Ole Berry Drive and Jonesboro Road, The SUP is for a Comprehensive Sign Plan per Section 21-22-23 of Article 21 Signs. The existing signs within subdivision known as Oakstone Properties are not currently proposed to change. The only sign that will be added as part of a Comprehensive Plan is this primary entrance sign, which will have identifiers for all of the existing and future business within the subdivision. The property is currently General Business District (B-2).

Mayor Pillion opened the public hearing. Mayor Pillion recognized Tom Bishop and Chris Brewer to speak. Discussion ensued. Hearing no further comments, Mayor Pillion closed the public hearing.

J. RESOLUTIONS (VIDEO 40:42 – 43:17)

1. Special Use Permit to construct a monument sign at the intersection of Jonesboro Road And Ole Berry Drive; Applicant: Snyder Signs, Inc. on behalf of Berry Home Centers, Inc. The monument sign will be signage for properties and businesses within the Oakstone Development with proposed placement on Tax Parcel 104C212-4, Owner Archland Property I, LLC, 1105 Ole Berry Drive

On motion of Mr. Webb, seconded by Mrs. Quetsch, approved the Resolution as proposed with the same guidelines that the Planning Commission set forth.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

K. FIRST READING OF ORDINANCES

L. SECOND READING OF ORDINANCES

M. CONSIDERATION OF ANY BIDS (VIDEO 43:22 – 49:27)

1. On-call general maintenance and repair services for various facilities owned and operated by the Town. – *Michael Surret, Director of Public Works*

Director of Public Works Michael Surret said this was a clarification to the RFP and this request was included in the budget project. Discussion ensued.

On motion of Mr. Anderson, seconded by Mr. Webb, approved on-call general maintenance and repair services for various facilities owned and operated by the Town with Belfor.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

N NEW BUSINESS

O. OLD BUSINESS

P. MISCELLANEOUS BUSINESS AND COMMUNICATION FROM TOWN MANAGER

1. Swearing-in of Abingdon Police Department Sergeant – *Chief Jon Holbrook*
(SEE VIDEO 9:09 – 14:19)

Mayor Pillion recognized and welcomed Lieutenant Eads back after an absence, and invited Chief Jon Holbrook to introduce Christopher G. Barker. Chief Holbrook announced Mr. Barker promotion as Sergeant for the Abingdon Police Department. Sergeant Barker accepted oath of office, and Council congratulated him on his promotion.

(VIDEO 49:51 – 51:56)

Town Manager Mike Cochran provided an update on Valley Street traffic, number of calls for the Abingdon Fire Department, and commented regarding American Pickers coming to Virginia.

Q. COUNCIL MEMBER REPORTS (VIDEO 51:56 – 58:35)

Mrs. Quetsch thanked the staff and the citizens that serve on the boards and for their hard work and dedication. She conveyed that she serves on the Infrastructure Advisory Committee and the Park Street project should be completed by August with VDOT is reviewing the design. She commented on the Valley Street calming and fifty people showed for a public comments with the final recommendation being available in 4 to 6 weeks. Mrs. Quetsch stated the sanitary sewer survey is complete and moving into final design and approved for \$3.2 million, with 75% loan forgiveness. Also, the sidewalk near the Dollar General will be completed and fully funded by VDOT. Mrs. Quetsch reported on the Finance Committee and thanked Steve Trotman for the financial reports and departmental budget meetings will be held on March 23rd. She also reported that Davenport & Associates gave a financial report at the recent Council retreat assuring the Town was in good standing.

Vice Mayor Anderson reported he attended the Rotary Frolics with a nice turnout. The Historic Preservation Review Board heard two certificates of appropriateness and staff is working on amending an ordinance to allow an individual to serve more than two years.

Mayor Pillion thanked the Abingdon Police Department and the Historic Preservation Review Board for presenting the Valley Street traffic study. She also reminded businesses and organizations with stories/events to consider getting the information out through “Monday with the Mayor.”

Mr. Webb announced that the Council Retreat was very beneficial and he is now serving on the Tree Commission. The Recreation Advisory Committee is working with bringing the State Little League event in July to The Meadows, planning a warm reception for players throughout Virginia with an estimated 500 guests for the tournament.

R. APPOINTMENTS TO BOARDS AND COMMITTEES (VIDEO 58:35 – 1:16:20)

On motion of Mr. Webb, seconded by Mrs. Quetsch, to convene in closed session pursuant to Code of Virginia, 1950, as amended, Section 2.2-3711(A)(1) for the purpose of considering applications for appointment for position(s) on Sustain Abingdon, Tourism Advisory Commission and the Economic Development Authority.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

On motion by Mr. Webb, seconded by Mrs. Quetsch, reconvened in open session.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

Mr. Webb moved that the Town Council certify that, in closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in the motion.

The certification was as follows:

Mr. Austin	Absent
Mrs. Quetsch	I so certify
Mr. Webb	I so certify
Mr. Anderson	I so certify
Mayor Pillion	I so certify

- Sustain Abingdon
 - Reappointment of Kathlyn Terry Baker, who is eligible to serve an additional term
 - Appointment to fill expired term of Ricky Bray
 - Appointment to fill unexpired term of Sydney deBriel
 - Appointment to fill unexpired term of Ashby Dickerson

On motion of Mr. Anderson, second by Mr. Webb, reappointed Kathlyn Baker for an additional term and appointed Laura Nagle to the Sustain Abingdon committee.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

- Tourism Advisory Committee
 - Appointment to fill vacancy for hotel/motel entity
 - Appointment to fill vacancy for Arts and Culture – WKMA entity

On motion of Mrs. Quetsch, second by Mr. Anderson, appointed Danny Owens as the hotel/motel representative and Alyssa Justice as the Arts and Culture – WKMA representative.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

- Economic Development Authority
- Appointment to fill unexpired vacancy of William Lloyd

On motion of Mr. Webb, second by Mr. Anderson, appointed Doris Shuman to the Economic Development Authority.

The roll call vote was as follows:

Mr. Austin	Absent
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

Mayor Pillion declared the meeting adjourned.

Mayor Amanda Pillion

Kim Kingsley, Clerk

**TOWN OF ABINGDON
COUNCIL MEETING
THURSDAY, FEBRUARY 23, 2023 – 2:30 pm
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

The meeting of the Abingdon Town Council was held on Thursday, February 23, 2023 at 2:30 pm in the Council Chambers of the Municipal Building.

A. WELCOME – *Mayor Pillion*

B. ROLL CALL

Members of Council Present:	Wayne Austin
	Donna Quetsch
	Derek Webb
	Dwyane Anderson
	Mayor Pillion

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA (VIDEO 5:54 – 6:18)

On motion of Mr. Austin, seconded by Mr. Webb, approved the amended draft agenda as presented.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

E. PUBLIC COMMENTS - None

F. PROCLAMATIONS (VIDEO 6:29 – 10:03)

1. Multiple Sclerosis Education and Awareness Month

Councilmember Wayne Austin read the Proclamation into record. Mayor Pillion presented a framed Proclamation to Rhonda Martin, Co-leader of the Mountain Empire MS Group and member, Gail Butler.

G. PUBLIC HEARING - Please place your name on the sign-up sheet provided; comments are limited to five (5) minutes per person.

H. RESOLUTIONS

1. Resolution regarding requests for funding by a non-departmental entity (**VIDEO 10:07 – 18:25**)

Town Manager Mike Cochran conveyed the proposed Resolution would update a 2010 Resolution regarding requests for funding by a non-departmental entity. Councilmember Austin requested Mr. Cochran to explain to what extent that the adoption would bind the Council and the ability to make appropriations for unplanned circumstances. Discussion ensued.

On motion of Mrs. Quetsch, seconded by Mr. Webb, approved the Resolution with the amendment of “Requested funding must be solely utilized for advertising and promotion” to “Requested funding must be primarily utilized for advertising and promotion.”

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

I. FIRST READING OF ORDINANCES

J. SECOND READING OF ORDINANCES

K. CONSIDERATION OF BIDS

1. On-call engineering professional services (VIDEO 18:28 – 24:28)

Assistant Town Manager and Director of Community Development Mayana Rice conveyed since the town engineer resigned, those services have been contractual. A request for proposal was advertised, and a selection committee recommended The Lane Group.

On motion of Mr. Austin, seconded by Mr. Anderson, approved the agreement with The Lane Group, Inc. for comprehensive civil engineering services.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

M. NEW BUSINESS

1. Presentation from Virginia Highlands Festival (VIDEO 24:30 – 30:05)

Susan Mole presented on behalf of the Virginia Highlands Festival with information regarding Restaurant Week.

N. OLD BUSINESS

O. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER

1. Recognition of Jorge Daughtry-Hernandez, Public Works employee for completion of VHCC Class A driver training and obtaining Commercial Driver's License. **(VIDEO 30:13 – 32:30)**

Town Manager Mike Cochran introduced Jorge Daughtry-Hernandez, and congratulated him on obtaining his CDL and was excited that Town could develop and promote staff. Council

2. Presentation of The Meadows Inclusive Playground Enhancement **(VIDEO 32:33 – 38:33)**

Director of Recreation Kyle Pollard presented the proposed playground and thanked the Kids Playground Committee. Mayor Pillion presented a thank you to Emma Wilson, Grayson Ely, Mary Jane Anderson, Betty Jo Anderson and Karrington Wynne for serving of the Kids Playground Committee.

3. Consideration of appropriation up to \$60,000 from Council Contingency for poured in place safety surface for an inclusive playground at The Meadows. **(VIDEO 38:44 – 40:23)**

On motion of Mr. Anderson, seconded by Mr. Webb, approved the appropriation up to \$60,000 from Council Contingency for poured in place safety surface for an inclusive playground at The Meadow.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

4. Appropriation of Ballad Health sponsorship of \$100,000 for an inclusive playground at The Meadows **(VIDEO 40:23 – 42:58)**

On motion of Mr. Webb, seconded by Mr. Anderson, approved payment to Cunningham Recreation for the inclusive playground equipment and installation; and poured in place safety surfacing.

The roll call vote was as follows:

Mr. Austin	Aye
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Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

5. Consideration of Virginia Resources Authority, Administrator of the Virginia Water Facilities Revolving Fund Financing Agreement (**VIDEO 42:58 – 45:05**)

Town Manager Mike Cochran advised funding for \$3.65 million with 75% loan forgiveness and 25% remainder with zero percent interest for thirty-years. This is for the Phase One, I&I wastewater study.

On motion of Mr. Austin, seconded by Mr. Anderson, authorized the Town Manager to execute any documents associated with Virginia Resource Authority, Administrator of the Virginia Facilities Revolving Fund Financing Agreement.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

6. Consideration of appropriation of ARPA funds to Council Contingency in the amount of \$328,771 as expenditure for trash truck (**VIDEO 45:05 – 48:51**)

Director of Finance Steve Trotman requested appropriation be made from ARPA funding to Council Contingency as an expenditure for the trash truck that arrived earlier than forecasted.

On motion of Mr. Webb, seconded by Mr. Anderson, appropriated ARPA funds to Council Contingency for \$328,771 as expenditure for trash truck.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

P. COUNCIL MEMBER REPORTS (VIDEO 48:51 – 56:38)

Mr. Anderson announced the Father/Daughter dance at Southwest Virginia Cultural Heritage Center was wonderful and the folks at the Center did a wonderful job. He also thanked Councilman Austin for arranging the Veterans Memorial Park Foundation meeting at the Town Hall. Mr. Anderson followed up stating he also participated in the Fam Lodging Tour.

Mrs. Quetsch said she attended a Community luncheon at Cornerstone Christian Academy and participated in the Fam Lodging Tour. She thanked Tonya Triplett and Chad Thompson for hosting, the homeowners, The Girl and The Raven and White Birch for the wonderful food.

Mr. Webb advised he attended the Veterans Advisory Board breakfast and invited others to attend on the first Tuesday of each month. He also stated that he attended his first Tree Commission meeting and several exciting programs planned, including the tree giveaway.

Mr. Austin conveyed attendance at the Veterans Memorial Park Foundation meeting and discussions for supporting the Memorial Day event, including hopefully a flyover during the ceremony.

Mayor Pillion stated she attended the Fam Lodging Tour also. The Veterans Advisory Board meeting included honor flags for loved ones for Memorial Day weekend. She also stated that she was excited for The Meadows splash pad and inclusive playground.

(VIDEO 56:38 – 1:50:37)

On motion of Mr. Anderson, seconded by Mrs. Quetsch, for closed session pursuant to Code of Virginia, 1950, as amended, Section 2.2-3711(A)(1) for the purpose of considering applications for appointment/reappointment for position(s) on Historic Preservation Review Board, Sustain Abingdon, and Tourism Advisory Committee; and

Pursuant to Code of Virginia, Section 2.2-3711(A)(4), a matter involving a prospective business not yet discussed.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

On motion by Mr. Webb, seconded by Mr. Anderson, reconvened in open session.

(VIDEO 1:50:40 – 1:51:35)

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

Mr. Webb moved that the Town Council certify that, in closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in the motion.

The certification was as follows:

Mr. Austin	I so certify
Mrs. Quetsch	I so certify
Mr. Webb	I so certify
Mr. Anderson	I so certify
Mayor Pillion	I so certify

Q. APPOINTMENTS TO BOARDS AND COMMITTEES (VIDEO 1:51:42 – 1:53:34)

1. Historic Preservation Review Board
 - Reappointment of Kristi Hartshorn, who is eligible to serve an additional term
 - Appointment to fill expired term of Byrum L. Geisler, who is ineligible to serve an additional term

On motion by Mr. Anderson, seconded by Mrs. Quetsch, reappointed Krisi Hartshorn to serve an additional term and Brooke Bunn to fill the expired term of Byrum L. Geisler.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye

Mayor Pillion

Aye

Councilmember Austin thanked Byrum L. Geisler for serving on the Historic Preservation Review Board for the thankless task during his spare time and hoped he would return to other committees in the future.

2. Sustain Abingdon

- Appointment to fill expired term of Ricky Bray
- Appointment to fill expired term of Sydney deBriel
- Appointment to fill expired term of Ashby Dickerson

On motion by Mr. Anderson, seconded by Mrs. Quetsch, appointed Kevin Sigmon to serve on the Sustain Abingdon committee.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

3. Tourism Advisory Committee

- Appointment to fill vacancy for Bed & Breakfast entity

On motion by Mr. Anderson, seconded by Mrs. Quetsch, reappointed David Dalton to serve as the Bed & Breakfast entity for the Tourism Advisory Committee.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Mr. Anderson	Aye
Mayor Pillion	Aye

R. CLOSED SESSION pursuant to Virginia Code §2.2-3711(A)(4), a matter involving prospective business not yet disclosed. (VIDEO 56:38 – 1:51:35)

Mayor Pillion declared the meeting adjourned.

Mayor Amanda Pillion

Kimberly Kingsley, Clerk

ABINGDON TOWN COUNCIL
Agenda Item Summary

MEETING DATE: March 23, 2023

AGENDA ITEM:

ITEM TITLE: Consideration of bid from American Ramp Company for design and construction of skills track at The Meadows for \$232,570.71.

SUMMARY: American Ramp Company will design and construct the skills track at The Meadows, which shall commence on April 1, 2023, and shall continue until November 30, 2023, 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.

PRIOR ACTION(S): None

FISCAL IMPACT: Unknown at this time

STAFF CONTACT(S): Tonya Triplett, Director of Economic Development and Tourism

RECOMMENDATION: Council to enter into an agreement with American Ramp Company for design and construction of skills track at The Meadows for \$232,570.71.



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

This Agreement entered into on the ____ day of March, 2023, by and between American Ramp Company, Registered Agent Cogency Global, Inc., 250 Browns Hill Court, Midlothian, Virginia 23114-9510, 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 Contractor for joint procurement through Sourcewell, (Solicitation Number: #112420) which issued a joint procurement request for proposals on November 24, 2020 consistent with Virginia Code § 2.2-4304 for services that include the type of Services offered under this Agreement.

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 April 1, 2023, and shall continue until November 30, 2023, 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 Two Thousand Five Hundred Seventy Dollars and Seventy One Cents (\$232,570.71).

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 Belden
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

American Ramp Company

By: _____



EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following equipment and services:

***** NOTE – EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED, ATTACHED TO THIS AGREEMENT. *****

SCOPE OF WORK

TASK 1.0- MANUFACTURING, INSTALLATION, AND CONSTRUCTION

27.3 INCLUDES*:

- Fabrication and installation of all Bike Park elements
- Dirt work includes the cutting of the trail between the features, creating a dynamic riding experience as well as some elevated trail construction in areas to insure positive drainage off of the trail tread.
- Trail Construction

1.2 EXCLUDES*:

- Permits and fees: Any necessary permit(s) will be acquired by others.
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.
- Professional services provided by Architects, Surveyors, Geo-technical & Electrical Engineers
- Any landscaping
- Pedestrian protection, walkways, dust protection, temporary enclosures, protection of work or adjacent items.
- Soil treatment, termite treatment, landscaping, or reseeding.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Any work not specifically indicated above.

1.3 CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment.

Task I Deliverables:

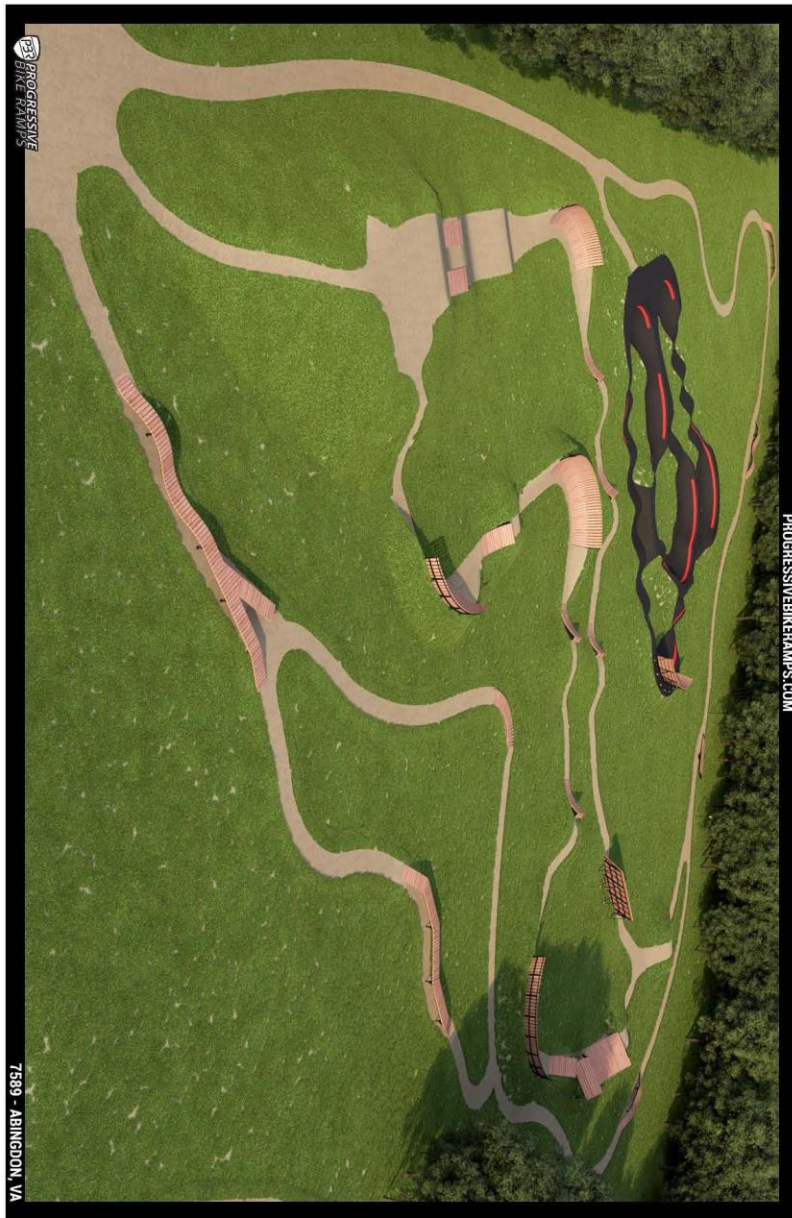
- Fully manufactured and installed Bike Park Equipment

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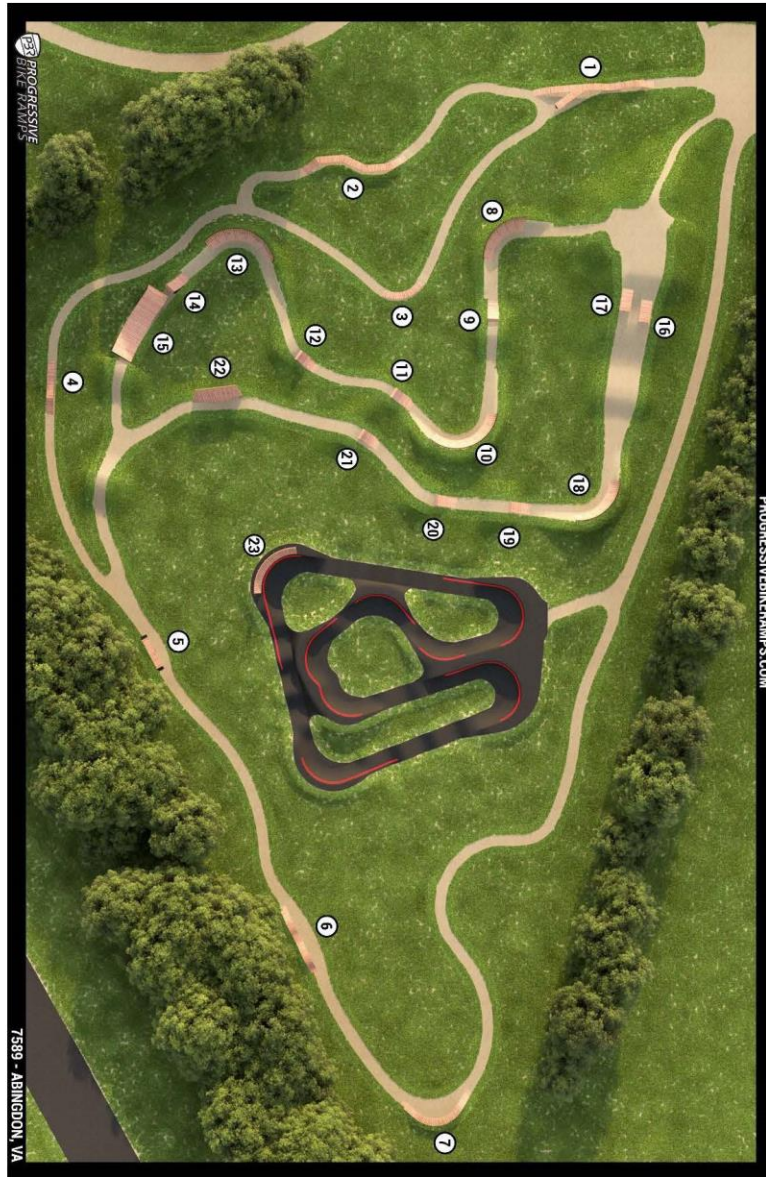


EXHIBIT B

***Contract does not include the asphalt pumptrack**



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<u>Item #</u>	<u>Equipment</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>
1	Split Decision - Left	2.0'	2.5'	48.8'
2	Zig Zag S Corner	2.0'	3.0'	36.5'
3	90 Deg Turn	0.8'	3.0'	12.8'
4	Straight Ladder (11 Deg)	2.0'	2.5'	27.0'
5	Teeter Totter W/ Signs	1.0'	3.0'	12.0'
6	Nessy 2 Bumps (2'P, 1'V)	2.0'	2.5'	31.7'
7	Roller Corner (90 Deg)	2	3.0'	20.6'
8	90° Berm Turn	6	21.0'	18.0'
9	Kicker Ramp	4	4.0'	27.0'
10	135 deg Berm Turn	6	21.0'	18.0'
11	Kicker Ramp	4	4.0'	8.3'
12	Kicker Ramp	4	4.0'	8.3'
13	135 deg Berm Turn	6	21.0'	18.0'
14	Kicker Ramp	4	4.0'	27.0'
15	Hammock (No Kicker, No Lander)	7	10.0'	28.0'
16	Ladder Drop	1	4.0'	8.0'
17	Ladder Drop	2	4.0'	8.0'
18	90° Berm Turn	6	21.0'	18.0'
19	Kicker Ramp	3	4.0'	8.3'
20	Kicker Ramp	3	4.0'	8.3'
21	Kicker Ramp	3	4.0'	8.3'
22	Beginner Slant Wall 55 degree angle	6	20.0'	N/A
23	90° Wall Ride	4.5	16.0'	18.0'

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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 subconsultants) 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.

ABINGDON TOWN COUNCIL

Agenda Item Summary

MEETING DATE: 3/23/23

AGENDA ITEM:

ITEM TITLE: Contract for Wayfinding Signage

SUMMARY: In 2022 the Town Council allocated Wayfinding Signage money through the CIP. Staff put out an RFP and had 5 companies apply. We interviewed 2 local companies and made a final choice.

PRIOR ACTION(S): Bids were requested, companies ranked, interviews conducted.

FISCAL IMPACT: The contract of \$50,000 is the allocated CIP amount.

STAFF CONTACT(S): Mayana Rice

RECOMMENDATION: Staff request the Town Council make a motion allowing the Town Manager to enter into an agreement with Frazier Associates in the amount of \$50,000 for the length of the project.

The project is proposed to be complete in September 2023. After the plan has been established, staff will be able to utilize the design and locations for the installation of a full wayfinding signage plan for the Town of Abingdon.

Mayana Rice



**AGREEMENT between
FRAZIER ASSOCIATES and
TOWN OF ABINGDON, VIRGINIA
FOR MASTER WAYFINDING SIGNAGE PLAN**

This Agreement entered into on the ____ day of March, 2023, by and between **Frazier Associates**, having offices at **213 North Augusta Street, Staunton VA 24401**; and hereafter called “**Firm**”, 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, Town secured the services of the Firm through sealed Requests for Proposals and confirmed by selection committee designated by the Town and authorized for Award by the Council of the Town of Abingdon.

WHEREAS, Firm 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. Firm 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. Firm will use its staff and may use subcontracts to provide Services to Town.
- C. Firm, 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 Firm 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 March 24, 2023, and shall continue until September 24, 2023, 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 FIRM.

- A. Firm will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of Town.
- B. Firm will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. Firm, 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 Firm the hourly rate agreed upon, not to exceed **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** per contract term.

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:

Mayana Rice, AICP
Assistant Town Manager
276-492-2137
mrice@abingdon-va.gov

Firm representative shall be:

Kathleen O. Frazier, FAIA
Principal
540-886-6230
kfrazier@frazierassociates.com

- 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.** Firm 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

Frazier Associates

By: _____



EXHIBIT A SCOPE OF SERVICES

Firm shall provide the following services:



FRAZIER ASSOCIATES

ARCHITECTURE

HISTORIC
PRESERVATION

COMMUNITY
DESIGN

COMMUNITY
GRAPHICS

TOWN OF ABINGDON MASTER WAYFINDING SIGNAGE PLAN Scope of Work

MASTER PLAN SIGN COMPONENTS

1. Gateway Entrance Sign
2. Vehicular Trailblazers
3. Parking Directional Signs
4. Site Identification Signs
 - a. Recreation
 - b. Government Facilities
5. Accolade Signs- Markers
6. Special Event Signage – Locations | Structures
7. Downtown Pedestrian Signs and Information Kiosk
8. Pedestrian Signage for the Creeper Trail & Urban Pathway

SCOPE OF WORK

TASK A: INFORMATION GATHERING

1. A Wayfinding Task Group (WTG) is established to ensure that the right community players are at the table. The role of the Task Group is to guide the project from start to finish. Frazier Associates can assist with formulating Task Group as needed.
The role of the Wayfinding Task Group is to:
 - Provide inspiration.
 - Represent a comprehensive cross-section of the community- (local stakeholders, key destinations representatives, etc).
 - Provide technical input - (Potential members may be a representative from the local planning department and public works); and
 - Facilitate successful implementation - (Potential members may be a representative of City Council, Planning Commission, public works, etc.).
 - Consultants - Frazier Associates (FA) provides environmental graphic design and architectural services.
2. SITE VISIT #1:
Kick-off Meeting with Wayfinding Task Group and Tours
 - A. A kick-off meeting with the WTG is conducted to review wayfinding goals, design process, and schedule. Using written questionnaires, information is gathered about destinations, travel routes, colors and the brand, and any other ideas for, or concerns about the sign system. A facilitated discussion follows allowing all members to express their ideas and concerns.
 - B. A preliminary list of criteria for including destinations is distributed and reviewed by the group.
 - C. A tour of the signing area is conducted with members of the WTG.
 - D. Fieldwork is conducted to gather more detailed information on existing signs, travel routes, destinations, and potential sign locations.
 - E. FA will inventory and photograph existing signs and identify their locations.
 - F. A preliminary base map is created showing routes and key destinations.

213 N. AUGUSTA ST.
STAUNTON, VA 24401
PHONE 540.886.6230
FAX 540.886.8629
www.frazierassociates.com





TOWN OF ABINGDON MASTER WAYFINDING SIGNAGE PLAN

Scope of Work

TASK B: SCHEMATIC DESIGN AND DEVELOPMENT

1. Based on the input from Task A, at least three schematic options based on the brand, using the gateway, vehicular trailblazer and parking sign components, will be developed for the wayfinding master plan to gauge WTG's design preferences. Design tools such as photo-simulations showing the signs in the context of the community are used to better illustrate the options in the environment. Note: Frazier Associates uses the MUTCD standards as a basis of design in terms of readability, size as related to the speed of traffic, and size of road, etc.
2. SITE VISIT #2: Present Design Options to Wayfinding Task Group
 - a. A presentation of design options is made to the WTG using a written questionnaire to evaluate whether the design reflects the character of the community, brand, and aesthetic desired. Using a facilitated discussion process, the WTG arrives at a preferred design with potential options. (Usually, the preferred approach ends up being a combination of elements from all or some of the options.)
 - b. A list of preferred destinations, along with the criteria for including destinations on vehicular wayfinding signs, is reviewed and edited by the WTG.
 - c. Further field investigations take place during this site visit.
3. Based on the input, the preferred design option is developed and applied to the various sign components in the master plan. The preliminary implementation cost estimate is developed and included with the design. Destinations are finalized.
4. A virtual meeting is conducted with the WTG to review the final schematic design, destinations, and cost estimates.
5. Based on the WTG meeting input, FA makes any edits necessary to the design concept and submits to the WTG for final design approval.

TASK C: SIGN SYSTEM PROGRAMMING

1. The sign schedule is developed including the location and content of each sign in the system. This is referred to as the sign programming for the wayfinding sign system
2. An existing sign and sign removal catalog is prepared that will identify the removal of redundant signs in the system.
3. The draft sign program is delivered to the Task Group for review and approval.
4. The preliminary implementation cost estimate is updated.
5. FA creates a programming document complete with dimensions and content of all signs indicated on map in their general locations.

TASK D: CONSTRUCTION INTENT DOCUMENTS

1. Based on input from Tasks A-C, the design for the Master Plan is finalized.
2. Construction Intent Documents (CID's) are created for each sign type in the system. This includes the specifications and details for all the signs along with the sign programming indicating the size of each of the trailblazer signs correlated to a sign location map.
3. CID's are submitted to the WTG for review @ 75% complete. Based on review, edits are made to the CID's.
4. Based on the WTG review, edits are made and the CID's are resubmitted for final approval @ 95% completion to the WTG.
5. Based on approval, the wayfinding CID's are finalized and delivered to the Town's procurement staff for the bid process.



EXHIBIT B

GENERAL TERMS AND CONDITIONS:

- A. **Advertising:** No indication of services to the Town will be used in product literature or advertising. The Firm shall not state in any of its advertising or product literature that the Town uses any of its services, and the Firm shall not include the Town in any Town list in advertising and promotional materials, unless the Firm 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm. In the event of such termination, the Firm 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 Firm 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 Firm 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 for specific time periods, it will obtain identical certification from proposed subcontractors 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 Firm 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 Firm. 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 Firm shall comply with the notice upon receipt. The Firm 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 Firm accounts for the number of units of work performed, subject to the Town's right to audit the Firm's records and/or to determine the correct number of units independently; or
 - iii. By ordering the Firm 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 Firm 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 Firm 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 Firm 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:** Firm 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. Firm 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 Firm 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 Firm. 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 Firm 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 Firm certifies that:
 - a. 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 Firm, 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;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. The Firm 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 Firm 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. Firms 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. Firms shall allow the Town to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Firms and their employees, subcontractor or agents working on this project may be required to sign a confidentiality statement.
- N. **Firm 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. 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 Firm'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 Firm shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. The Firm 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 Firm 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 Firm, 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 Firm 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 Firm, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Firm shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Firm 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.
- R. Debarment:** Firm 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 Firm 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, Firm agrees as follows:
1. Firm will provide a drug-free workplace for Firm's employees.
 2. Firm 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 Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 3. Firm will state in all solicitations or advertisements for employees placed by or on behalf of Firm that Firm maintains a drug-free workplace.
 4. Firm 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 Firm



- 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 subconsultants) must have internal control systems in place that meet federal requirements for accounting. The Firm 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." Firm 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:** Firm 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:** Firm 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:** Firm certifies that the Firm 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:** Firm 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 Firm in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Firm and any of Firm's subcontractors, agents or employees in the performance of Firm'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: Firm 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 Firm'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 Firm 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 Firm, 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. 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.

FF. Non-discrimination: Firm 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 Firm agrees as follows:
 - a. The Firm 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, 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 Firm 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.

GG. OSHA Standards: Firm 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, Firms 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.

HH. Ownership of Documents: All information, documents, and electronic media furnished by the Town of Abingdon to the Firm belong to the Town, are furnished solely for use in connection with the Firm's performance of Services required by this Agreement, and shall not be used by the Firm 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 Firm for the Town are the sole property of the Town, free of any retention rights of the Firm. The Firm 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 Firm pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

II. Payment:

- a. To Firm:
 - 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. 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 Firm at the contract price, regardless of which Town department is being billed.
 - iv. 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 Firm, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Firm 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. Firm is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Firm'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 Firm's intention to withhold payment and the reason.
 - ii. The Firm 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 Firm 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 Firm's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.
- JJ. 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 Firm 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.
- KK. 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.
- LL. Public Inspection of Certain Records:** Firm 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 Firm's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.

- MM. Records:** The Firm 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 Firm'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 Firm and the subcontractor and for three years after written acceptance by the Firm, for audit and inspection by the Town or any authorized representatives of the Federal Government. It shall be the Firm'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 Firm'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.
- NN. 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.
- OO. 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.
- PP. Taxes:** Firm 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.
- QQ. 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 Firm agrees to ensure that all citizens have equally effective communication. The Firm 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 Firm will provide notice of a TDD/TTY number whenever a standard telephone number is provided.



- RR. 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.
- SS. Virginia Government Frauds Act:** Firm 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.
- TT. 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.

ABINGDON TOWN COUNCIL

Agenda Item Summary

MEETING DATE: 3/23/23

AGENDA ITEM:

ITEM TITLE: Sell the Composter to Marion

SUMMARY: The Town of Marion approached the Town of Abingdon to purchase a piece of equipment described as a Compost Mixer from the Waste Water Treatment Plant. This compost mixer is no longer part of the waste water process. It hasn't been in operation in approximately 2 years.

Staff reviewed other similar products for sale and found the Town of Marion to
PRIOR ACTION(S): be offering a fair and reasonable price.

FISCAL IMPACT: The Town of Marion is proposing to offer the Town \$8,500

STAFF CONTACT(S): Mayana Rice

RECOMMENDATION: Personal property per 15.2-951 can be disposed of through a direct sale.

Localities, for the purposed of exercising any of their powers and duties and performing any of their functions, may acquire by gift, bequest, purchase lease or installment purchase contract and may own and make use of any may grant security interests in, sell and otherwise dispose of, within and outside the localities, personal property including any interest, right or estate therein.

As such, staff is requesting Town Council make a motion allowing the sale of the compost mixer as personal property to the Town of Marion in the amount of \$8,500.

Mayana Rice



**PUBLIC DOCUMENT –
SUBJECT TO FREEDOM OF INFORMATION ACT**

APPLICATION EXPIRES DECEMBER 31, 2022

Board and Commission Application

The Abingdon Town Council has adopted this application for use by individuals interested in appointment to any of the Town's advisory boards and commissions. To ensure your application will receive full consideration, please answer all questions completely. Questions? Call 276-492-2149

Please return this application either:

- In person (3rd floor of the Town Hall), 133 West Main Street, Abingdon, VA;
- By mail, Boards and Commissions, Town of Abingdon, P.O. Box 789, Abingdon, VA 24212; or
- kkingsley@abingdon-va.gov

*****PLEASE PRINT OR TYPE*****

Name Arthur Alan Bayse Date: 12/30/2022
Address 25405 Wexmouth Dr. City/State Abingdon, VA Zip 24211

Do you live inside the Town limits of Abingdon? Yes ☐ No ☒

Telephone: 276-698-9848

Email Address: (required) abayse91@gmail.com

Place of Employment: Self-Employed

Address: 25405 Wexmouth Dr., Abingdon, VA 24211 and 1320 VA 16, Marion VA 24354
Sales and Business Development for a large general contractor in Marion, VA

Description of job duties: _____

Educational background:
B.S. - University of Virginia's College at Wise - Major: Business - Graduated 2015

Rec. 12/30/22

Are you currently serving on a board or commission of the Town of Abingdon? Yes _____ No X

If so, which Board(s) or Commission(s)? N/A

When do(es) your present term(s) expire? (mm/yy) N/A

Have you ever served on any boards or commissions in the past, either Abingdon or in other localities?
Yes ___ No ___

If so, name and date(s) of service? N/A

Why do you wish to serve the Town in this capacity? Do you have an area of interest or background that you believe would be a beneficial service in this capacity? If so, what is it and how would it be helpful?
Being a law enforcement officer and a licensed real estate agent gives me the unique practice and education in practible zoning regulations

and thorough legal understandings.

Are you presently more than 30 days delinquent on Town of Abingdon taxes? Yes _____ No X

To the best of my ability, all information on this application is true and correct.

SIGNATURE D.C. Johnson 

Thank you for your interest in appointment to the Town's Advisory Boards and Commissions. **

Members of the Planning Commission, Economic Development Authority, Board of Zoning Appeals, Housing and Redevelopment Authority, and Historic Preservation Review Board are required to complete a Statement of Economic Interest.

Please circle any other committees you are willing to serve on:

Board of Building Code Appeals **	Planning Commission */**
<u>Board of Zoning Appeals</u>	Recreation Advisory Commission
Economic Development Authority	Sinking Spring Cemetery Committee **
Infrastructure Advisory Committee	Sustain Abingdon Committee
Historic Preservation Review Board */**	Tourism Advisory Committee **
Housing and Redevelopment Authority	Tree Commission
Abingdon Arts Commission	Virginia Highlands Small Business Incubator
Veterans Advisory Board	

***May be required to attend training and/or obtain certification during term**

****Appointment contingent upon residency, qualified voter, or other qualifications as set forth in Ordinance and/or bylaws**

Note: All applicants are subject to background verification.

Revised 2021.01.04