



**TOWN OF ABINGDON, VIRGINIA
TOWN COUNCIL MEETING
MONDAY, MAY 1, 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** – Mayor Pillion
- D. PRAYER** – Pastor Steven Bednar, The Vine Church
- E. APPROVAL OF AGENDA** – Mayor Pillion
- F. 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)
- G. APPROVAL OF MINUTES** – Mayor Pillion
 - April 3, 2023
- H. PROCLAMATIONS**
 - 1. Proclamation designating May as Small Business Appreciation Month
 - 2. Proclamation celebrating The Barter Theatre's 90th Birthday
 - 3. Proclamation to honor and recognize the Abingdon High School Boys' and Girls' Regional and State Indoor track teams
- I. PUBLIC HEARING** - Please place your name on the sign-up sheet provided; comments are limited to five (5) minutes per person.
 - 1. Public Hearing – Proposed special use permit to convert 142 E. Main Street from a single-family residence to multi-family residence for short-term and long-term rental purposes. Tax Map 013-1-117
 - 2. Public Hearing- If after two (2) consecutive terms of a three (3)-year period has been fulfilled and no individual applies or is appointed following a thirty (30)-day period, the vacant position on the Board may be filled by the same individual who vacated said position for an additional three (3)-year term.
- J. RESOLUTIONS**
 - 1. Resolution approving proposed special use permit to convert 142 E. Main Street from a single-family residence to multi-family residence for short-term and long-term rental

purposes. Tax Map 103-1-177 – *Mayana Rice, Assistant Town Manager and Director of Community Development*

K. FIRST READING OF ORDINANCES

1. An Ordinance to amend Chapter 44. Land Use: Division 4. Historic Preservation Review Board, Section 2-4-2. Appointment; Terms; and Memberships – *Mayana Rice, Assistant Town Manager and Director of Community Development*

L. SECOND READING OF ORDINANCES

M. CONSIDERATION OF BIDS

1. Brick and concrete sidewalk removal and replacement of existing sidewalk with ADA compliant transition ramps and truncated domes – *Michael Surrett, Director of Public Works*

N. NEW BUSINESS

O. OLD BUSINESS

1. Discussion of proposed policy regarding banner poles – *Mike Cochran, Town Manager*

P. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER

1. Tourism quarterly update – *Chad Thompson, Marketing Manager, and Tonya Triplett, Director of Economic Development and Tourism*
2. Discussion regarding FY23-24 budget – *Mike Cochran, Town Manager*

Q. COUNCIL MEMBER REPORTS

R. APPOINTMENTS TO BOARDS AND COMMITTEES

S. CLOSED SESSION

T. ADJOURNMENT

**TOWN OF ABINGDON
COUNCIL MEETING
MONDAY, APRIL 3, 2023 – 6:30 pm
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

The meeting of the Abingdon Town Council was held on Monday, April 3, 2023 at 6:30 pm in the Council Chambers of the Municipal Building.

- A. WELCOME – *Mayor Pillion***
- B. ROLL CALL (VIDEO)**

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

- C. PLEDGE OF ALLEGIANCE**
- D. PRAYER**
- E. APPROVAL OF AGENDA (VIDEO 7:01 – 7:52)**

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

The roll call vote was as follows:

| | |
|----------------------------|------------|
| Mr. Austin | Aye |
| Mrs. Quetsch | Aye |
| Mr. Webb | Aye |
| Vice Mayor Anderson | Aye |
| Mayor Pillion | Aye |

- F. PUBLIC COMMENTS**
- G. APPROVAL OF MINUTES (VIDEO 7:58 – 8:30)**

On motion of Mrs. Quetsch, seconded by Mr. Austin, approved the March 23, 2023 minutes as presented.

The roll call vote was as follows:

| | |
|---------------------|------------|
| Mr. Austin | Aye |
| Mrs. Quetsch | Aye |
| Mr. Webb | Aye |

| | |
|----------------------------|------------|
| Vice Mayor Anderson | Aye |
| Mayor Pillion | Aye |

H. PROCLAMATION (VIDEO 8:32 – 10:15)

1. Proclamation designating April 6, 2023 as Arbor Day

Mayor Pillion read the Proclamation into the record.

I. PUBLIC HEARING (VIDEO 10:17 – 10:57)

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.

Mayor Pillion opened the public hearing. Hearing no comments, Mayor Pillion closed the public hearing.

J. RESOLUTIONS (VIDEO 10:59 – 13:05)

1. Resolution approving the application for Industrial Revitalization Funds

Mayana Rice, Assistant Town Manager and Director of Community Development, advised that United Way of Southwest Virginia requested a current Resolution to reapply for Industrial Revitalization Funds.

On motion of Vice Mayor Anderson, seconded by Mr. Austin, approved the Resolution approving the application for Industrial Revitalization Funds as presented.

The roll call vote was as follows:

| | |
|----------------------------|------------|
| Mr. Austin | Aye |
| Mrs. Quetsch | Aye |
| Mr. Webb | Aye |
| Vice Mayor Anderson | Aye |
| Mayor Pillion | Aye |

K. FIRST READING OF ORDINANCES

L. SECOND READING OF ORDINANCES

M. CONSIDERATION OF BIDS (VIDEO 13:15 – 15:13)

1. Consideration of bids for annual asphalt resurfacing.

Director of Public Works Michael Surrett presented information regarding the bidding for the annual asphalt resurfacing.

On motion of Mr. Webb, seconded by Mrs. Quetsch, to accept the bid from W-L Construction for annual asphalt resurfacing for \$338,996.27.

The roll call vote was as follows:

| | |
|----------------------------|------------|
| Mr. Austin | Aye |
| Mrs. Quetsch | Aye |
| Mr. Webb | Aye |
| Vice Mayor Anderson | Aye |
| Mayor Pillion | Aye |

N. NEW BUSINESS

1. Presentation from Abingdon Arts Commission (VIDEO 15:18 – 21:48)

Chair Greg Lilly provided Council with an update on the Abingdon Arts Commission and a grant process recently established modeled after the Virginia Commission for the Arts. Mr. Lilly discussed the grant process and stated the work has begun on a public art inventory.

O. OLD BUSINESS

P. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER

1. Recognition of Coomes Recreation Center lifeguards Carrie Bradshaw and Abby Holmes (VIDEO 21:54 – 27:03)

Town Manager Mike Cochran, Director of Recreation Kyle Pollard, and Assistant Director of Recreation Melisha Wynn recognized and thanked lifeguards Carrie Bradshaw and Abby Holmes for rescuing a recent patron at the Center. Patron. Misty Brooks thanked Ms. Bradshaw and Ms. Holmes for their heroism.

2. Arborist annual report (VIDEO 27:05 – 37:29)

Town Arborist Kevin Sigmon discussed the 2022 highlights, and the objectives and goals for 2023. He announced the Arbor Day Celebration would be held at Abingdon High School on Thursday, April 6, 2023 at 1:00 pm and invited everyone to attend.

Q. COUNCIL MEMBER REPORTS (VIDEO 37:32 – 44:44)

Mr. Webb also invited everyone to attend the Arbor Day Celebration.

Vice Mayor Anderson said he attended the Historic Preservation Review Board and Tourism Advisory Committee meetings. He also thanked the Coomes Recreation Center staff for their actions recently.

Mrs. Quetsch advised of items discussed at the Infrastructure Advisory Committee, including the East Main Street flooding and Virginia Creeper Trail trestle repairs. She also discussed The Meadows splash pad and benches and a marker provided by the Rotary Club. Also, the Finance Committee met with department heads on March 23 and continued working on the proposed budget. She would like Council to schedule a meeting to review and discuss.

Mr. Austin stated that Rotary contributed \$100,000 to the splash pad and the benches.

Mayor Pillion reminded everyone that the Veterans Advisory Board Breakfast at Food City would be the first Tuesday of every month from 8:00 – 10:00 am. She is also looking for topics for her Monday with the Mayor and to contact her if you are interested.

Counsel Cameron Bell advised of the passing of Rachel Fowlkes.

R. APPOINTMENTS TO BOARDS AND COMMITTEES (VIDEO 44:48 – 1:47:31)*

***Due to technical difficulties, the remainder of the meeting was not recorded.**

On motion by Mr. Webb, seconded by Vice Mayor Anderson, for closed session pursuant 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 Recreation Advisory Commission and with members of the Economic Development Authority to discuss a prospective business or industry or the expansion of existing businesses or industries where no previous announcement has been made of the businesses or industries interest in locating or expanding its facilities in the community, pursuant to Virginia Code §2.2-3711(A)(5), as amended.

The roll call vote was as follows:

| | |
|----------------------------|------------|
| Mr. Austin | Aye |
| Mrs. Quetsch | Aye |
| Mr. Webb | Aye |
| Vice Mayor Anderson | Aye |
| Mayor Pillion | Aye |

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

The roll call vote was as follows:

| | |
|----------------------------|------------|
| Mr. Austin | Aye |
| Mrs. Quetsch | Aye |
| Mr. Webb | Aye |
| Vice Mayor 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 |
| Vice Mayor Anderson | I so certify |
| Mayor Pillion | I so certify |

1. Recreation Advisory Commission
 - Appointment to fill the unexpired term of Robert “Bob” Howard
 - Appointment to fill the unexpired term of Amanda Pillion
 - Reappointment of Steven Bednar, who is eligible for an additional term

On motion by Mr. Austin, seconded by Mrs. Quetsch, appointed Joseph Matthews and Jonathan Berry to fill the unexpired terms of Robert “Bob” Howard and Amanda Pillion, and reappointed Steven Bednar for an additional term to serve on the Recreation Advisory Commission.

The roll call vote was as follows:

| | |
|----------------------------|------------|
| Mr. Austin | Aye |
| Mrs. Quetsch | Aye |
| Mr. Webb | Aye |
| Vice Mayor Anderson | Aye |
| Mayor Pillion | Aye |

- S. CLOSED SESSION** with members of the Economic Development Authority to discuss a prospective business or industry or the expansion of existing businesses or industries where no previous announcement has been made of the businesses or industries interest in locating or expanding its facilities in the community, pursuant to Virginia Code §2.2-3711(A)(5), as amended.

Mayor Pillion declared the meeting adjourned.

Mayor Amanda Pillion

Kimberly Kingsley, Clerk



**A RESOLUTION OF THE TOWN OF ABINGDON, VIRGINIA
APPROVING THE PROPOSED SPECIAL USE PERMIT TO CONVERT 142 E. MAIN
STREET FROM A SINGLE-FAMILY RESIDENCE TO MULTI-FAMILY RESIDENCE
FOR SHORT-TERM AND LONG-TERM RENTAL PURPOSES
TAX MAP NO.: 013-1117**

WHEREAS, the application and all necessary attachment materials to convert 142 E. Main Street from a single-family to multi-family site has been properly submitted to the Town and reviewed by the staff; and

WHEREAS, the Planning Commission met on April 24, 2023 to recommend approval as presented with the condition, staff follows up to ensure the improvements required for the accessory dwelling unit in the accessory building are completed and complied with; and

WHEREAS, Division 4, Section 3-4-3 of the Town of the Abingdon Zoning & Subdivision Ordinance requires that the proposed use change be approved and certified by Town Council before it can be recorded; and

WHEREAS, the owner shall cause such that any necessary building permits, file attachment materials, and inspections as satisfactory evidence of such recording with the Town Building Official before the town shall recognize the new use as being in full force and effect; and

NOW THEREFORE BE IT RESOLVED by the Council for the Town of Abingdon approves and certifies the conversion of 142 E. Main Street from a single-family to multi-family site.

TOWN OF ABINGDON, VIRGINIA

BY: _____
Mayor

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”) hereby certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Council held on May 1, 2022. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution was as follows:

| Member | Attendance | Vote |
|-----------------|------------|------|
| Amanda Pillion | | |
| Dwyane Anderson | | |
| Wayne Austin | | |
| Donna Quetsch | | |
| Derek Webb | | |

WITNESS my hand and seal of the Town of Abingdon as of May 1, 2023.

(SEAL) _____
Kimberly Kingsley, Clerk



STAFFREPORT

TO: ABINGDON TOWN COUNCIL

FROM: GABRIEL CRISTOFARI, SENIOR PLANNER/GIS

SUBJECT: REQUEST FOR A SPECIAL USE PERMIT TO CONVERT
PROPERTY TO MULTIFAMILY USE

**PUBLICATION
DATE:** APRIL 24, 2023

**MEETING
DATE:** MAYB 1, 2023

LOCATION: COUNCIL CHAMBERS, TOWN HALL
133 WEST MAIN STREET, ABINGDON, VA

REQUEST:

Rebecca W. Brown Revocable Trust, LLC (Owner) and Katherine Brown Pernell (Applicant) have requested approval of a Special Use Permit per Section 15-9 of the Town of Abingdon Zoning Ordinance to convert the site from a single family to multifamily use (3 units), located at 142 E. Main Street, Abingdon VA (Parcel 013-1-117).

The property is currently zoned Old & Historic District (OH).

VICINITY MAP:



ZONING MAP:



STAFF FINDINGS:

1. **Location.** The Subject Property contains approximately .343 acres and contains one structure addressed as 142 E. Main Street and one auxiliary structure. The parcel is located in OH Civic/Business- Focused Subdistrict (Subdistrict 1).
2. **Background.** The structure currently is utilized as a single-family rental property described as the Fountain Inn on Main Street. In order to allow for the structure to be compatible with the requirements of the zoning, the applicant must obtain a Special Use Permit.
3. **Access.** Access to the site will continue to be E. Main Street and Troopers Alley.
4. **Adjacent Land Uses/Zoning.** Adjoining properties are zoned Old & Historic (OH) to the North, East and West, with Limited Business (B-1) to the South.
5. **Topography.** The parcel is relatively flat in this location with a general slope to the South. The parcel is located on a slight hill directly near the intersection of E. Main Street and Pecan Street.

6. **Applicable Requirements of the Zoning Ordinance.**

Division 4 Special Use Permits.

(4) Special Use Permits within the OH district must be reviewed by the HPRB for any architectural changes to the structure. If a Special Use Permit does not have changes to the structure, review by the HPRB is not required.

Section 5-2-5. Area, Setback, Frontage, Yard, and Height Regulations.

The OH District shall follow the general established pattern already in existence in the district insofar as area, setback, frontage, yard, and height regulations are concerned. Except Accessory Buildings shall:

- *Shall be no closer than five (5) feet to any side or rear property line;*
- *Shall be no taller in height than the main structure on the property; and,*
- *Shall follow the Use Performance Standards provided in Article VII.*

Section 7-4. Primary Zoning Districts

The Old and Historic Zoning Subdistrict allows for a structure to be utilized as a multi-family structure with the approval of a SUP in both the Civic/Business Focused Subdistrict 1 and the Residential Focused Subdistrict 3. In addition both districts allow Short Term Rentals as a use by right.

Parking. 17-6-31. Residential. *Two spaces for each dwelling unit in a new building, or each dwelling unit added in the case of the enlargement of an existing building.*

Definition.

Dwelling, or dwelling unit. A building, or any portion thereof, containing a complete set of living accommodations suitable for occupancy by one or more persons, consisting of sleeping, bathroom, and kitchen facilities.

STAFF FINDINGS:

The application indicates the applicant wishes to:

- ***Provide short term rentals for area using both the main and accessory structure.***
 - ***Ground floor apartment will be the 1st unit.***
 - ***First and Second floor will now be a 2nd unit.***
 - ***Accessory structure will be converted into a 3rd unit.***

No exterior aspects of the structures concerning the conversion from a single family to multifamily use are proposed. Therefore there is no requirement for HPRB review of the design. This is strictly a decision for the Planning Commission on the use.

The applicant has finished renovating the other rooms located throughout the structure started by the previous owner. The applicant is using the existing floor plan of the structures (main and accessory) not creating any additions to the structure.

In the main structure, there will be two units with one being on the ground floor/basement level and the other occupying the first and second floors. The accessory structure is proposed to be converted into an accessory dwelling unit.

There are two kitchens within the main structure. A kitchen will be installed in the proposed accessory dwelling unit upon approval of this request.



Existing house to be
Utilized as 2 units.
Ground floor apartment unit
First / Second floor unit



Accessory Structure to be converted into a dwelling unit



The parking standards indicated there is a requirement for 6 parking spaces. The site has a garage located at the back of the parcel fronting Troopers Alley that can accommodate three cars. The driveway into the garage can accommodate one to two additional vehicles. Another driveway connecting to Pecan Street leads to a small parking space for a vehicle. In addition to the six parking spaces associated with the garage area an additional two parking spots directly in front of the structure can be found on Main Street, which cannot be counted but do exist. The applicant has enough parking according to the zoning code.



1 space parking area



3 spaces parking area
3 spaces within garage



1 space parking area

Landscaping on the site is prevalent with a significant amount of trees, bushes and other types of foliage adorning the front and sides of the parcel.

No change to garbage collection will occur with the conversion to a multi-family property.

Staff Conditions:

- 1. Any exterior changes must apply for a Certificate of Approval from the HPRB.**
- 2. Change of occupancy is required for the accessory structure.**
- 3. Building permits are required for all renovations.**

Planning Commission Condition:

- 1. Staff follows up to ensure the improvements required for the accessory dwelling unit in the accessory building are completed and complied with.**

REQUIRED ACTIONS OF THE PLANNING COMMISSION:

- A. **Sample Motions.** The role of the Planning Commission in this instance is to decide on the Certificate of Appropriateness request. The following sample motions have been provided by Staff for consideration by the Planning Commission:
- **Sample Motion for Approval:** Having reviewed and considered the application materials, staff report, and public comment, in accordance with the requirements of Section 19-9-6 of the Town of Abingdon Zoning Ordinance, I move to approve Rebecca W. Brown Revocable Trust, LLC Special Use Permit.
 - **Sample Motion for Denial:** Having reviewed and considered the application materials, staff report, and public comment, in accordance with the requirements of Section 19-9-6 of the Town of Abingdon Zoning Ordinance, I move to deny the Rebecca W. Brown Revocable Trust, LLC Special Use Permit.
 - **Sample Motion for Continuance:** Having reviewed and considered the application materials, staff report, and public comment, I move to continue Rebecca W. Brown Revocable Trust, LLC Special Use Permit.
- B. The Planning Commission's decision must be supported by findings related to the below determinations.
1. To provide findings in support of the above determinations, the Planning and Commission may wish to adopt in whole or in part the findings in the staff report.
 2. The Planning and Commission also should make original findings based on other relevant information entered into the record during the meeting, including the applicant's presentation and public comment.

**AN ORDINANCE OF THE COUNCIL
FOR THE TOWN OF ABINGDON, VIRGINIA
TO AMEND CHAPTER 44. LAND USE;
DIVISION 4 HISTORIC PRESERVATION REVIEW BOARD,
SECTION 2-4-2. APPOINTMENT; TERMS; AND MEMBERSHIP**

WHEREAS, § 15.2-2200 of the Code of Virginia 1950, as amended, established that the governing body of any town may enact and enforce ordinances for the general purpose of promoting the public health, safety, convenience and welfare of its general public; and

WHEREAS, upon the recommendation of the Planning Commission, the Council for the Town of Abingdon has found it in the best interest of its residents to amend the Town of Abingdon's current Chapter 44. Land Use; Division 4. Historic Preservation Review Board; Section 2-4-2. Appointment; Terms; and Membership; and

NOW, THEREFORE BE IT ORDAINED by the Council of the Town of Abingdon, after notice pursuant to § 15.2-2204 of the Code of Virginia 1950, as amended, and public hearing of the Planning Commission on April 24, 2023, and public hearing of the Council for the Town of Abingdon on May 1, 2023, as required by law that:

1. This ordinance shall take effect immediately upon passage by the Town Council;
2. Should any section or provision of this ordinance be decided to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section or provision of this ordinance or the Code of the Town of Abingdon, Virginia; and
3. The Town of Abingdon's Ordinance Chapter 44. Land Use; Division 4. Historic Preservation Review Board; Section 2-4-2. Appointment; Terms; and Memberships that is proposed for amendment currently appears as follows:

**Section 2-4-2 Appointment; terms; and membership.
[1-3-2023 by Ord. No. 2023.01.03]**

- (a) The HPRB shall consist of five members appointed by the Town Council, one of whom shall be a resident of the OH District and all of whom shall have a demonstrated interest, competence, or knowledge in historic preservation. All members must be residents and qualified voters of the Town; provided, the Town Council may in its discretion appoint any nonresident of the Town who is otherwise qualified under this section and holds or is employed by a person or firm holding a current business license issued by the Town.
- (b) At least one HPRB member shall be either a registered architect with a demonstrated

interest in historic preservation or an architectural historian meeting the professional qualifications standards of the 36 CFR 61, Appendix A. Similarly, at least one additional HPRB member shall have professional training or equivalent experience in any one of the following disciplines: architecture, history, architectural history, American studies, archaeology, or planning.

- (c) The HPRB members shall be appointed for three-year terms and serve until their respective successors are appointed. If at any time hereafter all five positions on the HPRB are vacant, the HPRB members shall be appointed for three-year staggered terms, one member to serve for one year, two members to serve for two years, two members to serve for three years and all members to serve three-year terms thereafter.
- (d) The Town Council shall have the discretion to appoint members to serve consecutive terms. Members may serve any number of terms but not more than two terms consecutively.
- (e) Vacancies caused by death, resignation or otherwise shall be filled:
 - (1) Promptly and in any event not more than 90 days following the date on which the vacancy occurs; and
 - (2) For the unexpired term in the same manner original appointments are made.
- (f) The Town Council shall have the discretion to remove members for habitual failure to attend meetings.

BE IT FURTHER ORDAINED, that upon the recommendation of the Planning Commission on April 24, 2023, Town of Abingdon Ordinance Chapter 44. Land Use; Division 4. Historic Preservation Review Board; Section 2-4-2. Appointment; Terms; and Memberships, be amended as follows:

Section 2-4-2 Appointment; terms; and membership.

- (a) The HPRB shall consist of five members appointed by the Town Council, one of whom shall be a resident of the OH District and all of whom shall have a demonstrated interest, competence, or knowledge in historic preservation. All members must be residents and qualified voters of the Town; provided, the Town Council may in its discretion appoint any nonresident of the Town who is otherwise qualified under this section and holds or is employed by a person or firm holding a current business license issued by the Town.
- (b) At least one HPRB member shall be either a registered architect with a demonstrated interest in historic preservation or an architectural historian meeting the professional qualifications standards of the 36 CFR 61, Appendix A. Similarly, at least one additional HPRB member shall have professional training or equivalent experience in any one of the following disciplines: architecture, history, architectural history, American studies, archaeology, or planning.

- (c) The HPRB members shall be appointed for three-year terms and serve until their respective successors are appointed. If at any time hereafter all five positions on the HPRB are vacant, the HPRB members shall be appointed for three-year staggered terms, one member to serve for one year, two members to serve for two years, two members to serve for three years and all members to serve three-year terms thereafter.
- (d) The Town Council shall have the discretion to appoint members to serve consecutive terms.
- (e) Vacancies caused by death, resignation or otherwise shall be filled:
 - (1) Promptly and in any event not more than 90 days following the date on which the vacancy occurs; and
 - (2) For the unexpired term in the same manner original appointments are made.
 - (3) If after two (2) consecutive terms of a three (3)-year period have been fulfilled and no individual applies or is appointed following a sixty (60)-day period, the vacant position on the Board may be filled by the same individual who vacated said position for another three (3)-year term. There shall be no more than three consecutive terms.
- (f) The Town Council shall have the discretion to remove members for habitual failure to attend meetings.

CERTIFICATE

Pursuant to Section 2-100 of the Code of the Town of Abingdon, Virginia, I hereby certify that I have reviewed the foregoing proposed ordinance to amend Town of Abingdon Ordinance Chapter 44. Land Use; Division 4. Historic Preservation Review Board; Section 2-4-2. Appointment; Terms; and Memberships and find it to be in correct form, as set forth above, this ____ day of May, 2023.

Cameron Bell, Counsel

This ordinance was adopted on the ____ day of _____, to take effect on _____.

Amanda Pillion, Mayor

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”), hereby certifies that the foregoing constitutes a true and correct copy of an ordinance duly adopted at a meeting of the Council held on May 1, 2023. I hereby certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing ordinance was as follows:

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

WITNESS MY HAND and the seal of the Town of Abingdon as of May 1, 2023.

(SEAL)

Kimberly Kingsley, Clerk



MEMO

TO: ABINGDON TOWN COUNCIL

FROM: GABRIEL CRISTOFARI, SENIOR PLANNER/GIS

SUBJECT: REQUEST FOR PLANNING COMMISSION TO AMEND ZONING CODE CONCERNING HISTORIC PRESERVATION REVIEW BOARD MEMBER'S NUMBER OF ALLOWABLE TERMS

PUBLICATION DATE: APRIL 24, 2023

MEETING DATE: MAY 1, 2023

LOCATION: COUNCIL CHAMBERS, TOWN HALL
133 WEST MAIN STREET, ABINGDON, VA

REQUEST:

A request has been proposed to the Planning Commission to add language to create the opportunity for an active HPRB member who has fulfilled two consecutive terms, to have a third consecutive term if no individual applies or is appointed following a thirty (30)-day period.

Text amendment:

Under Section 2-4-2. Appointment; Terms; and Membership.

(a) The HPRB shall consist of five members appointed by the Town Council, one of whom shall be a resident of the OH District and all of whom shall have a demonstrated interest, competence, or knowledge in historic preservation. All members must be residents and qualified voters of the Town; provided, the Town Council may in its discretion appoint any non-resident of the Town who is otherwise qualified under this Section and holds or is employed by a person or firm holding a current business license issued by the Town.

(b) At least one HPRB member shall be either a registered architect with a demonstrated interest in historic preservation or an architectural historian meeting the professional qualifications standards of the Code of Federal Regulations, Appendix A of title 36, part 61. Similarly, at least one additional HPRB member shall have professional training or equivalent experience in any one of the following disciplines: architecture, history, architectural history, American studies, archaeology, or planning.

(c) The HPRB members shall be appointed for three-year terms and serve until their respective successors are appointed. If at any time hereafter all five positions on the HPRB are vacant, the HPRB members shall be appointed for three-year staggered terms, one member to serve for one year, two members to serve for two years, two members to serve for three years and all members to serve three-year terms thereafter. **If after two (2) consecutive terms of a three (3)-year period have been fulfilled and no individual applies or is appointed following a sixty (60)-day period, the vacant position on the Board may be filled by the same individual who vacated said position for another three (3)-year term. There shall be no more than three consecutive terms.**

(d) The Town Council shall have the discretion to appoint members to serve consecutive terms. Members may serve any number of terms but not more than two terms consecutively.

(e) Vacancies caused by death, resignation or otherwise shall be filled: (1) Promptly and in any event not more than 90 days following the date on which the vacancy occurs; and (2) For the unexpired term in the same manner original appointments are made.

(f) The Town Council shall have the discretion to remove members for habitual failure to attend meetings.

The roll of the Town Council is to approve, approve with conditions or deny this Zone Text Amendment.

ABINGDON TOWN COUNCIL

Agenda Item Summary

MEETING DATE: May 1, 2023

**AGENDA ITEM:
Consideration of Bids**

ITEM TITLE: Brick – Concrete Sidewalk Repairs

SUMMARY: The Town of Abingdon requested bids from qualified companies and contractors for brick and concrete sidewalk removal and replacement of existing sidewalk with ADA Compliant Transition Ramps and Truncated Domes at various locations in the Town of Abingdon. Town staff met with the low bidder to revise the scope of the project to meet the estimated budget for the project.

PRIOR ACTION(S): Staff conducted sidewalk section evaluation, Advertisement for bidders

FISCAL IMPACT: There is no General Fund Impact. This project will be funded utilizing Urban Maintenance Funds. This project will span Fiscal Year 2023 and fiscal Year 2024 budgets.

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

RECOMMENDATION: Award to Jones Road & Bridge, Inc. for \$637,190.00

Town of Abingdon

Department of Public Works

Department Head Recommendation-Tabulation of Received Bids

Brick – Concrete Sidewalk Repairs

Thursday, April 13, 2023

| Bidder | Licensed in Virginia? | Responsive & Responsible | Bid Bond Received? | Base Bid | Add Alternate Bid | Total Bid |
|-----------------------------|-----------------------|--------------------------|--------------------|--------------|-------------------|--------------|
| Jones Road and Bridge, Inc. | YES | YES | YES | \$637,190.00 | N/A | \$637,190.00 |
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Department Head Recommendation: Recommend awarding the contract to the low bidder

Jones Road and Bridge, Inc.

for base bid only.

Michael Surrentt, Director of Public Works

Town of Abingdon
Department of Public Works

TABULATION OF BIDS RECEIVED FOR:
Brick – Concrete Sidewalk Repairs
April 13, 2023

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>BID</u> | | <u>1ST LOW BIDDER</u> | | <u>2ND LOW BIDDER</u> | | <u>3RD LOW BIDDER</u> | |
|----------------|---|-----------------|-------------|------------------------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|
| | | <u>QUANTITY</u> | <u>UNIT</u> | <u>Jones Road and Bridge, Inc.</u> | | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
| | | | | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> | | | | |
| 1 | Mobilization | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | | \$ - | | \$ - |
| 2 | Traffic Control | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | | \$ - | | \$ - |
| 3 | Demo. Brick-on-Sand Sidewalk | 11,625 | SQ FT | \$ 2.00 | \$ 23,250.00 | | \$ - | | \$ - |
| 4 | Construct Brick-on-Sand Sidewalk | 11,625 | SQ FT | \$ 40.00 | \$ 465,000.00 | | \$ - | | \$ - |
| 5 | Demo. Brick-on-Concrete | 6,125 | SQ FT | \$ - | \$ - | | \$ - | | \$ - |
| 6 | Construct Brick-on-Sand | 6,125 | SQ FT | \$ - | \$ - | | \$ - | | \$ - |
| 7 | Demo. Concrete Sidewalk | 462 | LN FT | \$ 15.00 | \$ 6,930.00 | | \$ - | | \$ - |
| 8 | Construct 5'x6'x4" 4000 psi Concrete Sidewalk with 4" Compacted VDOT 21B Base | 462 | LN FT | \$ 110.00 | \$ 50,820.00 | | \$ - | | \$ - |
| 9 | Miscellaneous Concrete | 65 | SQ YD | \$ 250.00 | \$ 16,250.00 | | \$ - | | \$ - |
| 10 | Construct Concrete Base for Detectable Surface Truncated Dome (CG-12) | 4 | EA | \$ 4,500.00 | \$ 18,000.00 | | \$ - | | \$ - |
| 11 | Detectable Surface Truncated Domes | 4 | EA | \$ 2,500.00 | \$ 10,000.00 | | \$ - | | \$ - |
| 12 | Saw Cut Existing Asphalt or Concrete | 180 | LN FT | \$ 8.00 | \$ 1,440.00 | | \$ - | | \$ - |
| 13 | Additional 21B | 10 | TON | \$ 50.00 | \$ 500.00 | | \$ - | | \$ - |
| | | | | | \$ - | | \$ - | | \$ - |
| BASE BID TOTAL | | | | | \$637,190.00 | | \$0.00 | | \$0.00 |

| 1 | ADD ALTERNATE | | | <u>1ST LOW BIDDER</u> | <u>2ND LOW BIDDER</u> | <u>3RD LOW BIDDER</u> |
|--------------------------------|---------------|--|--|-----------------------|-----------------------|-----------------------|
| | | | | | | |
| | | | | \$ - | \$ - | \$ - |
| BASE BID TOTAL + ADD ALTERNATE | | | | \$637,190.00 | \$0.00 | \$0.00 |

Tabulated By:
Kevin Worley
Town of Abingdon

Brick/Concrete Sidewalks and ADA Ramps Bid Form

| Bid Form | | | | | |
|----------------------|---|--------|-------|--------------|---------------|
| Item | Description | Qty. | Unit | Unit Price | Total Price |
| 1 | Mobilization | 1 | LS | \$ 25,000.00 | \$ 25,000.00 |
| 2 | Traffic Control | 1 | LS | \$ 30,000.00 | \$ 30,000.00 |
| 3 | Demo. Brick-on-Sand Sidewalk | 11,625 | SQ FT | \$ 2.00 | \$ 23,250.00 |
| 4 | Construct Brick-on-Sand Sidewalk | 11,625 | SQ FT | \$ 40.00 | \$ 465,000.00 |
| 5 | Demo. Brick-on-Concrete | 6,125 | SQ FT | \$ 2.00 | \$ 12,250.00 |
| 6 | Construct Brick-on-Sand | 6,125 | SQ FT | \$ 40.00 | \$ 245,000.00 |
| 7 | Demo. Concrete Sidewalk | 462 | LN FT | \$ 15.00 | \$ 6,930.00 |
| 8 | Construct 5'x6'x4" 4000 psi Concrete Sidewalk with 4" Compacted VDOT 21B Base | 462 | LN FT | \$ 110.00 | \$ 50,820.00 |
| 9 | Miscellaneous Concrete | 65 | SQ YD | \$ 250.00 | \$ 16,250.00 |
| 10 | Construct Concrete Base for Detectable Surface Truncated Dome (CG-12) | 6 | EACH | \$ 4,500.00 | \$ 27,000.00 |
| 11 | Detectable Surface Truncated Domes | 6 | EACH | \$ 2,500.00 | \$ 15,000.00 |
| 12 | Saw Cut Existing Asphalt or Concrete | 180 | LN FT | \$ 8.00 | \$ 1,440.00 |
| 13 | Additional 21B | 10 | TON | \$ 50.00 | \$ 500.00 |
| TOTAL BID FORM PRICE | | | | | \$ 918,440.00 |

Amount Bid: nine hundred eighteen thousand four hundred forty Dollars
(In Words)

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Agreement.

Brick/Concrete Sidewalks and ADA Ramps Bid Form

| Bid Form | | | | | |
|----------------------|---|------------------|------------------|-------------|--------------|
| Item | Description | Qty. | Unit | Unit Price | Total Price |
| 1 | Mobilization | 1 | LS | \$25,000.00 | \$25,000.00 |
| 2 | Traffic Control | 1 | LS | \$20,000.00 | \$20,000.00 |
| 3 | Demo. Brick-on-Sand Sidewalk | 11,625 | SQ FT | \$2.00 | \$23,250.00 |
| 4 | Construct Brick-on-Sand Sidewalk | 11,625 | SQ FT | \$40.00 | \$465,000.00 |
| 5 | Demo. Brick-on-Concrete | 6,125 | SQ FT | | |
| 6 | Construct Brick-on-Sand | 6,125 | SQ FT | | |
| 7 | Demo. Concrete Sidewalk | 462 | LN FT | \$15.00 | \$6,930.00 |
| 8 | Construct 5'x6'x4" 4000 psi Concrete Sidewalk with 4" Compacted VDOT 21B Base | 462 | LN FT | \$110.00 | \$50,820.00 |
| 9 | Miscellaneous Concrete | 65 | SQ YD | \$250.00 | \$16,250.00 |
| 10 | Construct Concrete Base for Detectable Surface Truncated Dome (CG-12) | 6 4 | EACH | \$4,500.00 | \$18,000.00 |
| 11 | Detectable Surface Truncated Domes | 6 4 | EACH | \$2,500.00 | \$10,000.00 |
| 12 | Saw Cut Existing Asphalt or Concrete | 180 | LN FT | \$8.00 | \$1,440.00 |
| 13 | Additional 21B | 10 | TON | \$50.00 | \$500.00 |
| TOTAL BID FORM PRICE | | | | | \$637,190.00 |

Amount Bid: six hundred thirty seven thousand one hundred ninety Dollars
(In Words)

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Agreement.

Town of Abingdon Virginia

INVITATION TO BID

Brick – Concrete Sidewalk Repairs

Abingdon, VA 24210



Proposal Release: Thursday, March 16, 2023

Bids Due Date: Thursday, April 13, 2023 at 2:00 p.m.

Courier or Hand Delivery Address:

Kevin Worley
Project Manager
Town of Abingdon
P. O. Box 789
Abingdon, Virginia 24212-0789

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

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Brick Sidewalk Repairs

PROJECT DESCRIPTION

The Town is requesting bids from qualified companies and contractors for brick and concrete sidewalk removal and replacement of existing sidewalk with ADA Compliant Transition Ramps and Truncated Domes in the Town of Abingdon.

INFORMATION FOR BIDDERS

BIDS will be received by the TOWN OF ABINGDON, VIRGINIA (herein called the "OWNER"), at the Public Works Administration Office as stipulated in the Advertisement for Bids.

Each BID must be submitted in a sealed envelope, addressed to **Kevin Worley** at 299 Kings Mountain Drive, Abingdon VA 24210. Each sealed envelope containing a BID must be plainly marked on the outside as BID Proposal—**Brick – Concrete Sidewalk Repairs** and the envelope should bear on the outside the name of the BIDDER, his address, **contractor license number**, and the name of the project for which the BID is submitted. **Bids Due Date: Thursday, April 13, 2023 at 2:00 p.m.**

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The Owner may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Each BID must be accompanied by a BID bond payable to the Owner for five percent of the total amount of the BID. As soon as the BID prices have been compared, the Owner will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

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

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

The Owner may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the Owner that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

Award will be made to the lowest responsive and responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

QUALIFICATIONS AND REQUIREMENTS

1. The Town of Abingdon encourages DBE/MBE/SWM businesses to participate in the proposal process and/or as a subcontractor for a General Contractor submitting for this contract. DBE/MBE/SWM participating in the contract must perform a commercially useful function, as defined in 49 CFR Section 26.55, by being independently responsible for the execution of a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE/MBE/SWM must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
2. The General Contractor shall be a Class A registered General Contractor in the Commonwealth of Virginia for a minimum of five (5) years under the same business name and shall be registered under the established regulations as established and revised by the Virginia Board of Contractors, Department of Professional and Occupational Regulations.
3. The General Contractor shall obtain a Town of Abingdon Issued Business License.
4. The General Contractor shall provide all labor, materials, insurance, bonds, transportation, etc. and obtain all necessary licenses and/or permits required to fully support and perform this maintenance contract.
5. The General Contractor shall have sufficient office staff that is responsible for providing contact for the Town of Abingdon and to provide clerical support to the General Contractor.
6. The General Contractor shall assign a primary point of contact and a secondary point of contact who are available from 7:00 am – 5:00 pm on weekdays.
7. The General Contractor shall assign a primary point of contact and a secondary point of contact who are available after hours and weekends for emergency needs.
8. The General Contractor shall have an estimator that can provide job estimates within 48 hours of a site visit. The estimates shall be computer based detailed estimates defining material lists and labor hours based on the rates defined in the contract and the software application shall be compatible with

Microsoft Office. The General Contractor shall be capable of e-mailing the estimates to the Town's Representative.

9. The General Contractor shall be able to provide for all types of general maintenance work requiring more than one trade. Single trade work may be contracted by the Commission separate from this contract.
10. The General Contractor shall provide a project schedule when requested by the Town.
11. The General Contractor shall perform all work in accordance with the standards and practices applicable to the trades with personnel certified in the trades.
12. The General Contractor shall adhere to all applicable state and federal codes including the Virginia Uniform Statewide Building Code and the Virginia Department of Labor and Industry Standards for job safety.
13. The General Contractor shall be financially sound and capable of carrying the cost of materials and labor. The General Contractor shall meet all employee payrolls in a timely manner.
14. The General Contractor shall have a substantial completion date and a final completion date on all work. The General Contractor will be assessed actual damages for failure to meet final completion dates due to labor or material issues not the fault of the Town.
15. The General Contractor shall co-ordinate all work of the trades on a project and provide on-site supervision of all trades.
16. The General Contractor shall provide through its own forces all labor and materials.
17. The ability to produce pedestrian and traffic control plans following the Virginia Work Area Protection Manual (lasts edition). Have on staff or the ability to procure verified personal on the proper practices and methods for the installation, maintenance, removal, of temporary traffic control devices and flagging operations.

SCHEDULING

| | |
|------------------------------|--|
| Invitation to Bid Release: | Thursday, March 16, 2023 |
| Questions and Comments Date: | Wednesday, April 5, 2023 by 2:00 pm |
| Sealed Bid Due Date: | Thursday, April 13, 2023 by 2:00 pm |
| Sealed Bid Opening Date: | Thursday, April 13, 2023 at 2:00 pm |
| Award Date: | Wednesday, April 26, 2023 at the Abingdon Town Council Meeting |
| Work to Begin Date: | Following Notice to Proceed (on or before May 8, 2023) |
| Work Completion Date: | Thursday, August 31, 2023 (unless additional days are awarded for adverse weather) |

FUNDING

Funding for the requested nonprofessional services will be from the Town of Abingdon General Fund. The Town staff will work with the contractor in providing necessary background information and work schedule that may be needed in the performance of the operation. The contract for construction services will be based on the agreed bid schedule.

PAYMENT SCHEDULE

Project expenses and payments will be broken into 4 payments. Contractor may submit itemized invoice for 30% of the agreed submittal as work begins on the project. Second itemized invoice by June 23, 2023. Third itemized invoice by July 21, 2023. The remaining balance will be paid, upon receipt of final itemized invoice, at the satisfactory acceptance by the Town of the completed work.

EVALUATION CRITERIA

The Town will utilize lowest bid proposals for services including checking references as appropriate in evaluating qualifications of responding contractors. Contract will be awarded after the contractor's references, back grounds check, permits and licenses are verified by the Town. Failure to comply will result in the next lowest bidder being considered in the selection process.

SELECTION PROCESS

In accordance with Section 2.2-4300 of the Code of Virginia, and Chapter 2, Article V, Section 2-191 of the Abingdon Municipal Code, the Town will choose a contractor through competitive sealed bids. Evaluation of bids will be based upon the requirements set forth in the Invitation to Bid, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful on determining acceptability. Agreement awarded to the lowest responsive and responsible BIDDER. Once the lowest responsive and responsible BIDDER is determined, the TOWN will enter into a *Standard Form of Agreement Between Owner and Contractor* ("Agreement") with that BIDDER. Any disputes shall be resolved in the Circuit Court for Washington County, Virginia. Documents and information submitted in this Invitation to Bid will be used to construct the Agreement. Before an Agreement is issued, the TOWN may delete line items from the *Bid Form* (Attachment B) to keep total cost within the project's budget. No renewal clause will be available, as the Agreement will run the duration of the project. The awarding BIDDER will be responsible and required to achieve a Town of Abingdon Business License before work can begin.

CONTRACT AWARD

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

Contact: Megan Erwin
Contract Administrator/Procurement Specialist
299 Kings Mountain Drive
Abingdon, VA 24210
(276) 525 – 4934
merwin@abingdon-va.gov

PRE-BID CONFERENCE : NO Pre-bid scheduled

SUBMISSIONS AND DEADLINES

Fully responsive proposals will contain the following information:

1. The name, address, and phone number of two (2) to three (3) current contacts for whom you have performed similar services as outline in this Invitation to Bid, with photos of finished project.
2. Detailed schedule including start date and estimated completion date.
3. Proof of Insurance; following the insurance limits set forth within this Invitation to Bid §8.01.A.7.
4. Copy of Virginia Contractor licenses.
5. *Bid Form* (Attached) completed in its entirety.
6. Bid Bond (5%)
 - a. In Lieu of the bid bond, a BIDDER may submit with the Bid or Proposal a cashier's check, certified check, or irrevocable letter of credit payable to the TOWN in an amount not less than 5% of the purchase price specified in the Bid or Proposal provided that the form of such letter of credit and the lending institution have been approved by the TOWN in advance.
7. Payment Bond
8. Performance Bond
9. Attachments A, B, C and D as included in this ITB.

You may also include other information, which you believe would assist the Town in determining the appropriateness of your contractor for this work; however, the Town requests that proposals do not contain information not directly beneficial to this project.

For consideration, one (1) copy of the bid with all attachments and required documents must be received no later than **2:00 p.m., Thursday, April 13, 2023**. The submittals are to be marked on the outside “**Brick – Concrete Sidewalk Repairs**”.

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

Kevin Worley
Project Manager
Town of Abingdon
299 Kings Mountain Drive
Abingdon, Virginia 24210

Questions concerning the Invitation to Bid can be directed to the contact information below, and shall be received no later than **2:00 pm, Wednesday, April 5, 2023**. Any questions received after Wednesday, April 5, 2023 may not be answered in fairness to other Bidders.

Scope of Service

Jamie Chafin
Street Superintendent
299 Kings Mountain Drive
Abingdon, VA 24210
(276) 628 – 2361
jchafin@abingdon-va.gov

Contract/Procurement

Megan Erwin
Contract Administrator/Procurement Specialist
299 Kings Mountain Drive
Abingdon, VA 24210
(276) 525 - 4934
merwin@abingdon-va.gov

Proposals received after the stated deadline will not be accepted. After the PROPOSALS are reviewed, the Town may meet with the contractor or contractors they deem best qualified for a more detailed discussion of the project. The Town reserves the right to reject any and all proposals for any reason.

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

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

TOWN OF ABINGDON
Department of Public Works
Abingdon, Virginia

PROJECT: BRICK - CONCRETE SIDEWALK REPAIRS with ADA DETECTABLE RAMPS/DOMES

SPECIAL PROVISIONS

- 1a. Scope of Work. The work includes both new construction and the complete removal of various sections of existing brick and concrete sidewalks, and curb and gutter sections, as designated by the Town. All replacements will be as specified to the lines, dimensions and grades or directed by the Town. Materials, removed shall be transported from the site immediately upon removal. Stock piling on the existing street or walks shall not be allowed. All materials removed shall be taken out at existing construction joints as nearly as possible; however, where there is no construction joint at the designated point the existing brick or concrete shall be saw-cut to provide a neat straight edge against which to place a new construction joint. If a neat straight edge is not left after removal, the contractor shall be responsible for subsequent removal and replacement to obtain same. The contractor is to provide all labor, materials and equipment to perform the designated work complete in place.
- 1b. **Brick-On-Sand:** Deconstruct existing brick sidewalk and remove limestone edgers, to be reused and realigned along new brick sidewalk. Approximately (11,625) Square Yards of (7-8) foot brick sidewalk.
- 1c. **Reconstruct Brick-On-Sand** approximately (11,625) Square Yards of (7-8) foot brick sidewalk (detail to be provide by the Town) using Watsontown Brick's (30% Elk Type2, 10% Cambria Type 1, 60% Beechwood Type 2). Reset limestone edgers along new sidewalk flush to the top of the brick. Rework the slope from the limestone edgers to the edge of curb and gutter along the Street, forming a .25 inch to 1 foot slope to allow for drainage to the curb as conditions allow.
- 1d. **Brick-On-Concrete:** Demo existing brick-on-concrete sidewalk and remove limestone edgers, as needed, to be reused and realigned along new brick sidewalk. Approximately (6,125) Square Yards (7-8) foot brick sidewalk.
- 1e. **Reconstruct as Brick-On-Sand** approximately (6,125) Square Yards (7-8) foot brick sidewalk (detail to be provide by the Town) using Watsontown Brick's (30% Elk Type2, 10% Cambria Type 1, 60% Beechwood Type 2). Reset limestone edgers along new sidewalk flush to the top of the brick. Rework the slope from the limestone edgers to the edge of curb and gutter along the Street, forming a .25 inch to 1 foot slope to allow for drainage to the curb as conditions allow.
- 1f. **Concrete:** Demo existing concrete sections as presented. Approximately (462) Linear Feet.
- 1g. **Reconstruct concrete sidewalk** approximately (462) Linear Feet. New concrete sidewalk shall be installed to the specified width, grades, and cross section as noted in this document and in accordance with section 504 and any other applicable sections of the most current VDOT Road and Bridge Specifications. (See Cast In Place section for details)
- 1h. Curb ramp ADA transition with Detectable Truncated Dome: Contractor shall construct concrete ADA compliant transition with detectable truncated dome at six (6) designated locations listed in the bid locations: (W. Main and Cummings, Tanner and Valley, Court and Valley, Church and Valley, Masson Place and Valley). Sizes vary but should tie in to existing sidewalk. All work in accordance to Virginia Department of Transportation Road and Bridge Standards and Specifications, latest edition, and other standards specified by the Town.
- 1i. Except as otherwise noted herein, Contract work amounting to not less than 75 percent of the total contract shall be performed by the contractor's own organization.
- 1j. No portion of the contract shall be sublet, or otherwise disposed of, except with the written consent of the Town.
2. **All improvements shall be built in accordance with Virginia Department of Transportation Road and Bridge Standards and Specifications, latest edition, and other standards specified by the Town.**
3. The work shall be inspected by a representative of the Town prior to, during, and after construction.

4. All forms for concrete construction shall be approved by the Town prior to placement of the concrete. No concrete shall be placed when the air temperature is less than 40 degrees. Concrete shall be protected from sub freezing temperatures by acceptable insulating blankets during the first 72 hours after pouring.
5. Traffic & Pedestrian Control
- 5a. The contractor shall be responsible for all pedestrian and traffic safety control measures including all warning signs, flags, cones, flagmen, barricades, etc., in accordance with the Virginia Work Area Protection Manual.
- 5b. **When a sidewalk must be closed to perform work in this contract, the contractor shall install appropriate signs and channelizing devices according to the FHWA Manual of Uniform Traffic Control Devices, Latest Edition, Chapter 6, as depicted in Figure 6H-28 Sidewalk Detour or Diversion. If a diversion is used, provide a temporary curb ramp, with ADA compliant 5' x 5' landing, 12:1 ramp slope and 42" high handrail off of curb, the a 36" minimum travel path with appropriate channelizing devices.**
- 5c. Town streets may not be closed to traffic during construction. If, for any reason, traffic must be restricted to one lane for a short period of time, traffic shall be directed around the work with adequate signs and flagmen, provided by contractor.
6. The contractor shall proceed with construction within seven (7) days of notice to proceed.
7. The prices bid shall include full compensation for minor earthwork, demolition, excavation, removal, and disposal of all existing materials.
8. Utilities
- 8a. Existing Utilities. The contractor shall exercise care in removing curb and walk such that existing underground utilities are protected. The contractor shall make all investigations he deems necessary to determine the existence and location of all utilities. The contractor shall be responsible for the maintenance and protection of existing utilities and structures of both public and private ownership, and shall be responsible for repairs to any damaged utilities.
- 8b. Relocation/adjustment of any water meters/valves encountered shall be coordinated with the Washington County Service Authority.
- 8c. At all locations where the contractor must excavate, he is required to contact Miss Utility at 1-800-552-7001 and not start construction until utility markings are completed.
9. Brick sidewalk construction shall be in accordance with standard details furnished by the Town. All brick work shall be laid in a herringbone pattern unless otherwise directed.
10. Curb or sidewalk which is not designated for replacement and is subsequently damaged by the contractor during construction shall be repaired or replaced by the contractor at his expense as directed by the Town.
11. Subgrade materials shall be thoroughly compacted to 95% relative density prior to placement of any brick or concrete work.
12. Where existing curb is replaced or new is installed, the existing asphalt pavement shall be cut 4" to 6" from the lip of the gutter (edge of the work) in order to set the concrete forms. Any new bituminous concrete pavement required to be installed as a result of this work, shall be replaced by OTHERS and is not a part of this contract. However, the space between the asphalt and curb shall be back-filled with flowable fill to 2" below surface by the contractor immediately after removal of the forms, unless otherwise directed by the Town.
13. Where landscaped, grass or lawn areas are adjacent to the finished work, the contractor shall be responsible for back-filling at a 2:1 slope or flatter between the existing grade and the top of the finished concrete work, establishing new grass or lawn growth by topsoiling, seeding, and mulching as necessary to establish growth. Reseed and mulch spots larger than 1 square foot that do not achieve a uniform stand of grass. Correct or repair all unacceptable settling and establish growth in all bare spots within 1 year after final inspection.

14. Curb (CG-2) or curb and gutter (CG-6) shall not be poured monolithic with adjacent sidewalks. Approved expansion joint material shall be placed between curbs and sidewalks, and shall be placed at not less than 50 foot intervals in longitudinal runs.
15. The contractor shall be responsible for establishing accurate line and grade of the finished work. Top of curb shall be set with an allowance of a pavement cross slope of 1/4-inch per foot to the lip of gutter or match point on CG-2 curb. Minor or localized unevenness in existing pavement shall be compensated for by pulling a string line between control points that will yield a uniform appearance to the finished curb. Sidewalks shall be installed with a cross slope of 1/4-inch per foot from the back of walk to top of curb where ever feasible, unless directed otherwise by the Town.
16. All items in this project include removal and disposal of existing concrete, asphalt, curbs, and other unsuitable excavated material. The location of a suitable disposal site is the contractor's responsibility.
17. Brick Sidewalk on Sand Bed
- 17a. Where existing brick sidewalks (on sand bed) must be removed, as much of the old brick as possible must be salvaged for re-use. If not used on the job site, all salvaged brick will be delivered to and stacked at the Wastewater Treatment Plant storage area in good condition. **The Town has a limited supply of bricks (new or used) for brick sidewalk construction/reconstruction. Additional bricks needed for the repairs, above and beyond the limited supply and salvaged, will be the responsibility of the contractor and must meet the specifications provided in the document.**
- 17b. Town personnel will provide direction as to which areas shall receive old or new bricks, however, old and new bricks will not be mixed in a given section. Brick shall be laid on a prepared sand bed approximately 2" thick. The sand shall be underlain with 2 mil. black polyethylene. The polyethylene sheeting shall be placed on a prepared subgrade compacted to 95% relative compaction. A vibratory plate compactor shall be used on plywood to achieve a level brick course. Where there is no existing border for the walkway, one course of brick shall be set on their edge to provide a border for the sidewalk, unless a different type of border is specified or requested by the Town.
18. Where existing limestone edging blocks are encountered which are poorly aligned, they shall be realigned as directed by the Town. Blocks which are no longer needed in the work area shall be removed by the contractor and delivered to the Wastewater Treatment Plant storage area and stacked in good condition. The cost for this work shall be included in the cost of the sidewalk work or edger stone work and no additional compensation shall be allowed.
19. Where curb and sidewalks are installed or replaced at intersections, the new work shall conform to the VDOT Standard for **Curb Ramps for Persons With Mobility Impairments.**
20. **The quantities listed on the Bid Schedule and in the work locations are approximate.** Payment will be made based upon measurement of actual quantities installed. It is anticipated that additional work locations may be added during the period of the contract. If this is the case then the bid quantities may be increased or decreased up to 25% of original amount for the same unit price bid. Quantity increases or decreases over 25% may be negotiated separately, and must be approved by Town Council before proceeding.
21. Payment for all incidental items shown on the details or called for herein shall be considered as included in the various contract items of work and no additional compensation shall be allowed.
22. Notice regarding Adjacent Residents: Contractor shall advise tenants of homes, shops, offices, etc. adjacent to work areas when access will be temporarily impaired, however, safe, suitable access is the contractor's responsibility and must be maintained at all times. Work shall be coordinated and expedited to minimize disruption and inconvenience to residents and businesses in the area.

23. Preconstruction Conference. Prior to the notice to proceed the contractor shall meet with Town representatives to confirm procedures for processing estimates for payment and matters pertaining to scheduling and execution of the work, and coordination with utilities, and property owners adjacent to the work.

24. INSURANCE: Minimum limits of Contractor's General Public Liability and Property Damage Insurance including vehicle coverage shall coincide with the General Terms and Conditions.

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 |

Certificate of insurance acceptable to the Town shall be filed with the Town prior to commencement of the work. No insurance may be canceled unless at least fifteen days notice is given to the Town.

Bid Locations and Details

| Street Name | Side | Starting Point | Ending Point | Unit | Total | Material |
|-------------|------|-----------------------|--------------------------|------|-------|------------|
| Cummings | E | W Main St * | entrance at 160 Cummings | SF | 1985 | BOC to BOS |
| Cummings | E | Entrance 160 Cummings | Bridge abutment | SF | 1340 | BOC to BOS |
| Main | S | Cummings St | entrance at 150 W Main | SF | 2800 | BOC to BOS |
| | | | TOTAL SF | | 6125 | |

| | | | | | | |
|--------|---|---------------------------|---------------------------|----|-------|-----|
| Valley | N | Tanner * | 247 E Valley Driveway | SF | 3600 | BOS |
| Valley | N | 239 E Valley Driveway | 229 E Valley Driveway | SF | 1775 | BOS |
| Valley | N | 201 E Valley Driveway | Court St * | SF | 725 | BOS |
| Valley | N | Court St | West side of 185 E Valley | SF | 1500 | BOS |
| Valley | N | 147 E Valley, (East Side) | Oak Hill | SF | 2700 | BOS |
| Main | S | Church St * | 108 E Main E side | SF | 1325 | BOS |
| | | | | | | |
| | | | TOTAL SF | | 11625 | |

| | | | | | | |
|----------|---|---------------------------|---------------------------|----|-----|-------------|
| Valley | N | 111 E Valley, (East side) | Mason Place *(2) | LF | 135 | LF Concrete |
| Valley | N | 151 W Valley, (East side) | 155 W Valley, (West side) | LF | 158 | LF Concrete |
| Valley | N | 169 W Valley | across frontage | LF | 54 | LF Concrete |
| Pecan St | W | Blacksfort Ln | Railroad St | LF | 115 | LF Concrete |
| | | | TOTAL LF | | 462 | |

(*) Denotes locations for ADA Ramp Transitions and Detectable Truncated Dome Work

BOS – Brick on Sand

BOC – Brick on Concrete

Brick/Concrete Sidewalks and ADA Ramps Bid Form

| Bid Form | | | | | |
|-----------------|---|-----------------------------|-------|------------|-------------|
| Item | Description | Qty. | Unit | Unit Price | Total Price |
| 1 | Mobilization | 1 | LS | | |
| 2 | Traffic Control | 1 | LS | | |
| 3 | Demo. Brick-on-Sand Sidewalk | 11,625 | SQ FT | | |
| 4 | Construct Brick-on-Sand Sidewalk | 11,625 | SQ FT | | |
| 5 | Demo. Brick-on-Concrete | 6,125 | SQ FT | | |
| 6 | Construct Brick-on-Sand | 6,125 | SQ FT | | |
| 7 | Demo. Concrete Sidewalk | 462 | LN FT | | |
| 8 | Construct 5'x6'x4" 4000 psi Concrete Sidewalk with 4" Compacted VDOT 21B Base | 462 | LN FT | | |
| 9 | Miscellaneous Concrete | 65 | SQ YD | | |
| 10 | Construct Concrete Base for Detectable Surface Truncated Dome (CG-12) | 6 | EACH | | |
| 11 | Detectable Surface Truncated Domes | 6 | EACH | | |
| 12 | Saw Cut Existing Asphalt or Concrete | 180 | LN FT | | |
| 13 | Additional 21B | 10 | TON | | |
| | | TOTAL BID FORM PRICE | | | |

Amount Bid: _____ Dollars
(In Words)

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Agreement.

Name (print): _____

Name (signature): _____

Company/Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

Contractor License Number: _____

Virginia Registration Number: _____

This quote remains valid through sixty (60) days after the opening date.

By submission of this quote I certify that I have visited the site and am familiar with the work area and that my quote is based on knowledge of conditions at the site.

Date Contractor will be available to begin on this project: _____

BID PROPOSAL

Proposal of _____ (Hereinafter called "Bidder"), organized and existing under the laws of the state of _____ doing business as _____.
To the TOWN OF ABINGDON, VIRGINIA (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of Brick – Concrete Sidewalk Repairs in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each Bidder certifies, and in the case of a joint Bid each party hereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other bidder or with any competitor.

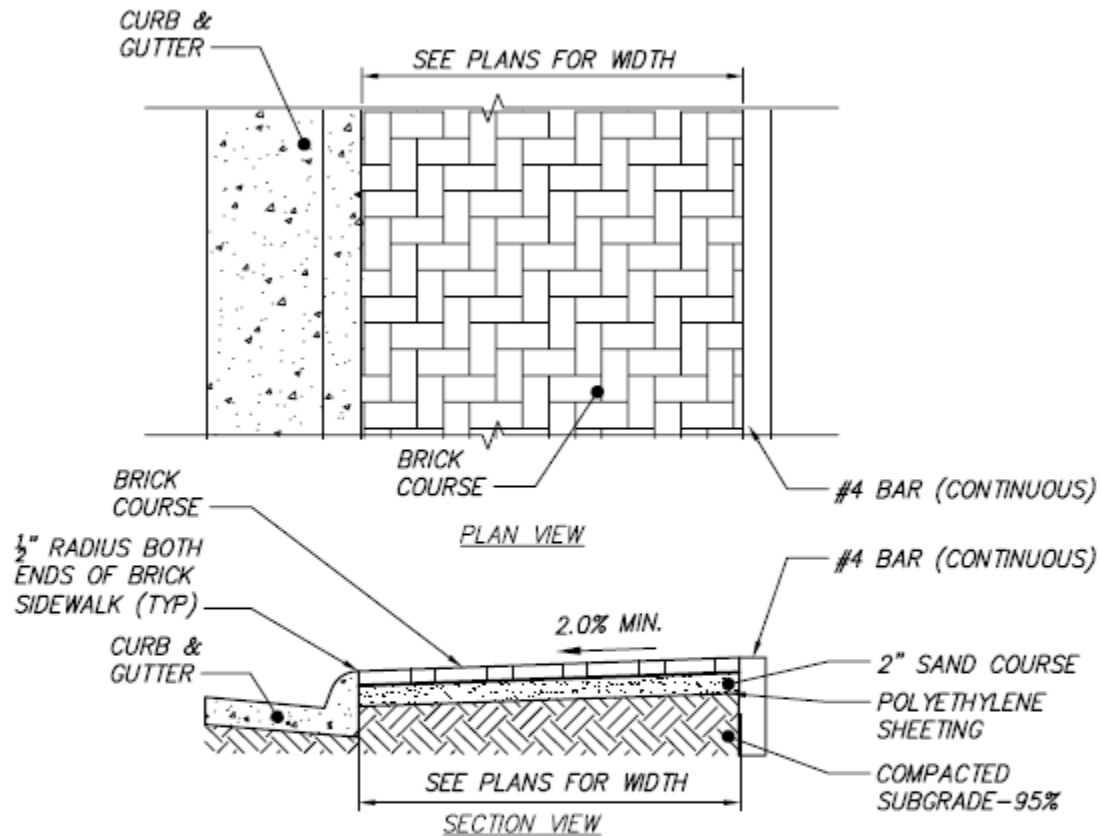
Bidder hereby agrees to commence work immediately upon contract awarding. Work Orders will be submitted verbally by phone or through electronic mail. Additional work requested by the Owner during the contract period will be done within a time frame agreed to by the Owner and the Contractor, and a mobilization fee will be paid according to the accepted bid price.

Bidder acknowledges receipt of the following Addendum:

Bid security in the amount of 5% of the amount bid in the form of _____
(Bid Bond) (Certified Check)
is submitted herewith.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Attachment – Brick-on-Sand Sidewalk Detail



7

BRICK OVER SAND SIDEWALK DETAIL

SECTION

SCALE: N.T.S.

CAST-IN-PLACE CONCRETE

1. PART 1 - GENERAL

A. 1.1 RELATED DOCUMENTS

- a. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. 1.2 SUMMARY

- a. This Section specified cast-in-place concrete, including formwork reinforcing, mix design, placement procedures, and finishes. All concrete work shall be performed in accordance with all applicable sections of the VDOT Road and Bridge Specifications.

C. 1.3 SUBMITTALS

- a. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- b. Copies of ACI Certifications for the testing personnel clearly showing the expiration date of certification.
- c. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, joint systems, curing compounds, and others if requested by Architect.
- d. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.
- e. Laboratory test reports for concrete materials and mix design test.
- f. Material certificates in lieu of material laboratory test reports when permitted by the Engineer. Material certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with or exceeds specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.
- g. Written reports of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until proposed mix designs have been reviewed by the Engineer.

D. 1.4 QUALITY ASSURANCE

- a. Codes and Standards - Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
 - 1. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings".
 - 2. ACI (318), "Building Code Requirements for Reinforced Concrete"
 - 3. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice"
 - 4. ACI 304, "Recommended Practice for Measuring, Mixing Transporting and Placing Concrete"
 - 5. ACI 311, "Recommended Practice for Concrete Inspection"
 - 6. ACI 302.1R, "Guide for Concrete Floor and Slab Construction"
 - 7. ACI 211.1, "Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete"
 - 8. ACI 305, "Hot Weather Concreting"
 - 9. ACI 306, "Cold Weather Concreting"
 - 10. ASTM Standards. Concrete Testing Service:

- b. Contractor shall engage a testing agency acceptable to the Engineer to perform initial material evaluation tests and to design concrete mixes.
- c. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.

2. PART 2 – PRODUCTS

A. 2.1 FORM MATERIALS

- a. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest particle sizes to minimize number of joints and to conform to joint system shown on drawings.
 - 1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I.
- b. Forms for Unexposed Finish Concrete: Plywood, lumber, metal or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
- c. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- d. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designated to prevent form deflection and to prevent spilling of concrete upon removal. Provide units that will leave no metal closer than 1-1/2 inches to the plane of the exposed concrete surface.
 - 1. Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

B. 2.2 REINFORCING MATERIALS - All reinforcing steel materials and installation shall be in accordance with the VDOT Road and Bridge Specifications, Sections 223 and 406.

- a. Plain Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- b. Epoxy Coated Reinforcing Bars: ASTM A 615, Grade 60, deformed, epoxy coated in accordance with AASHTO M284
- c. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.
- d. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.
 - 1. For slabs-on-grade, use solid concrete blocks of the proper height for reinforcement support and placement.
 - 2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

C. 2.3 CONCRETE MATERIALS - All concrete materials and installation shall be in accordance with the VDOT Road and Bridge Specifications, Sections 214-218 and 404.

- a. Portland Cement: ASTM C 150, Type I.
 - 1. Use one brand of cement throughout Project unless otherwise acceptable to the Engineer.
- b. Fly Ash: ASTM C 618, Type F.
- c. Normal-Weight Aggregates: ASTM C33 and as specified. Provide aggregates from a single source for exposed concrete. Coarse aggregate shall be VDOT No. 57 crushed stone in accordance with VDOT Specification 203. Fine aggregate shall be VDOT Grading A in accordance with VDOT Specification 202.

1. For exposed surfaces, do not use fine or coarse aggregates that contain substances that cause spilling.
 2. Maximum allowable aggregate size shall be determined by ACI 301 and 318 based upon element thickness, rebar spacing, and finish.
 3. Do not use aggregates containing soluble salts or other substances which can cause stains on exposed concrete surfaces.
- d. Water: Potable.
 - e. Admixtures, General: When two admixtures are used in the same concrete, they shall be added separately during the batching sequence. Admixtures shall be compatible, and shall meet requirements of Section 215 of the VDOT Road and Bridge Specifications.
 - f. Air-Entraining Admixture: Conform to the requirements of AASHTO M154, certified by manufacturer to be compatible with other required admixtures.
 - g. Water-Reducing and Retarding Admixture: Conform to the requirements of AASHTO M194, Type D and shall be free from water-soluble chlorides.
 - h. High-Range Water-Reducing Admixture: Conform to the requirements of AASHTO M194, Type A and shall be free from water-soluble chlorides.
 - i. Water-Reducing, Accelerating Admixture: Conform to the requirements of AASHTO M194, Type C or E.
 - j. Water-Reducing, Retarding Admixture: ASTM Conform to the requirements of AASHTO M194, Type F or G, free from water-soluble chlorides.
- D. 2.4 RELATED MATERIALS
- a. Vapor Retarder: Provide vapor retarder where shown on the plans or specified that is resistant to deterioration when tested according to ASTM E 154, as follows:
 1. Polyethylene sheet not less than 8 mils thick.
 - b. Joint Sealants and Waterstops: Provide joint sealants and waterstops in accordance with the requirements of VDOT Specification 212.
 - c. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 11 oz. per sq. yd., complying with AASHTO M 182, Class 3.
 - d. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
 1. Waterproof paper.
 2. Polyethylene film.
 3. Polyethylene-coated burlap.
 - e. Liquid Membrane-Forming Curing Compound: Liquid membrane-forming compounds shall be tested in accordance with VTM 2 and meet all requirements of VDOT Specification 220.
 - f. Epoxy Adhesive: ASTM C 881, two-component material suitable for use on dry or damp surfaces. Provide material type, grade, and class to suit Project requirements.
 - g. Non-Shrink Grout: ASTM C150 Type III Cement, select sand, shrinkage elimination aggregate. Minimum compressive strength of 10,000 psi.
- E. 2.5 PROPORTIONING AND DESIGNING MIXES
- a. Prepared design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301, ACI 211.1, and ACI 211.2. For the trial batch method, use an independent testing agency acceptable to Engineer for preparing and reporting proposed mix designs. All concrete shall meet the requirements of VDOT Class A4 concrete.
 1. Limit use of fly ash to not exceed 15 percent of cement content by weight.
 2. When using the field experience method, the test records from which a standard deviation is calculated shall represent identical materials and quality control procedures and similar conditions to those used for concrete production for the project. In addition,

the test records shall bear the date of the sampling, testing for each cylinder, in addition to the plant location at which they were produced. The test records shall be for concrete produced at the same plant that will be providing concrete for the entire project. Concrete delivered from plants other than this is unacceptable.

3. Proportioning by the water-cement ratio shall not be permitted.
 - b. Submit written reports to the Engineer of each proposed mix for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until proposed mix designs have been reviewed by the Engineer.
 - c. Design mixes to provide normal weight concrete with the following properties as indicated on drawings and schedules:
 1. VDOT Class A4 concrete, 4000-psi, 28-day compressive strength.
 2. Minimum cement content allowed is 635 lb. cement/cubic yard.
 - d. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
 1. All concrete: maximum w/c ratio = 0.45
 - e. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
 1. All concrete: slump of 2-4 inches
 - f. Air Content Limits: Proportion and design mixes to result in air content of 6.5%, +/- 1.5%
 - g. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in Work.
- F. 2.6 ADMIXTURES - All concrete admixtures shall be in accordance with VDOT Specification 215.
- a. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
 - b. Use accelerating admixture, as required, in concrete slabs placed at ambient temperatures below 50 deg. F (10 deg. C).
 - c. Use high-range water-reducing admixture, as required, in pumped concrete, concrete for heavy use industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water-cement ratios below 0.50.
 - d. Use air-entraining admixture, as required, in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within the following limits:
 1. All concrete shall be air-entrained in accordance with ACI 301.
 - e. Use admixtures for water reduction and set accelerating or retarding, as required, in strict compliance with manufacturer's directions.
- G. 2.7 CONCRETE MIXING - All concrete mixing shall be done in accordance with VDOT Specification 217.
- a. Concrete may be mixed at batch plants or it may be transit mixed as specified herein. Batch plants must comply with the requirements of ACI 304, with sufficient capacity to produce concrete of the quantities specified and required to meet the construction schedule. All plant facilities are subject to testing laboratory inspection and acceptance of the Engineer.
 - b. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.
 - c. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing time to 60 minutes.

3. PART 3 - EXECUTION

A. 3.1 GENERAL

- a. Coordinate the installation of joint materials, vapor retarder/barrier, embedded items, and other related materials with placement of forms and reinforcing steel.
- b. All concrete shall be placed in accordance with the VDOT Road and Bridge Specifications.

4. 3.2 FORMS

- A. General: Design, erect, support, brace and maintain formwork to support vertical, lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:
 - a. Provide Class A tolerances for concrete surfaces exposed to view.
 - b. Provide Class C tolerances for other concrete surfaces.
- B. Construct forms to sizes, shapes, lines and dimensions shown and to obtain accurate alignment, location, grades, level and plumb work in the finished structure. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking screens, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup joints to prevent cement paste from leaking.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where the slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.
- D. Provide temporary openings for clean-outs and inspections where interior area of formwork is inaccessible before and during concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms in as inconspicuous locations.
- E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- F. Provision for Other Trades - Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items to be built into forms.
- G. Cleaning and Tightening - Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

5. 3.3 VAPOR RETARDER/BARRIER INSTALLATION - In locations where vapor barriers is specified, comply with the following:

- A. General: Place vapor retarder/barrier sheeting in position with longest dimension parallel with direction of pour.
- B. Lap joints 6 inches and seal with manufacturer's recommended mastic or pressure-sensitive tape.
 - a. Cover vapor retarder/barrier with sand cushion and compact to depth indicated.

6. 3.4 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports as specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by the Engineer.

- D. Place reinforcement to maintain minimum coverage as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least two full meshes and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

7. 3.5 JOINTS

- A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, in accordance with ACI, the drawings and as acceptable to the Engineer.
- B. Unless otherwise shown, all horizontal construction joints in walls shall have a roughened surface (1/4" full amplitude) and laitance removed. All other construction joints shall have keyways at least 1-1/2" deep.
- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements. Provide vertical construction joint forms perpendicular to main reinforcement and at locations specified herein. Bulkheads shall allow reinforcement to continue but minimize cement paste seepage. Follow recommendations set forth in ACI 347.
- D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
- E. Isolation Joints in Slabs-on-Grade: Construct isolation joints in slabs-on-grade at points of contact between slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated. Use expansion joint material at points of contact.
- F. Contraction (Control) Joints in Slabs-on-Grade: Construct contraction joints in slabs-on-grade to form panels of patterns as shown. Use saw cuts 1/8 inch wide by one-fourth of slab depth or inserts 1/4 inch wide by one-fourth of slab depth, unless otherwise indicated.
 - a. Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
 - b. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
 - c. If joint pattern is not shown, provide joints not exceeding 15 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third bays).

8. 3.6 INSTALLING EMBEDDED ITEMS

- A. General: Set and build into formwork anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached.
- B. Forms for Slabs: Set edge forms, bulkheads, and intermediated screen strips for slabs to achieve required elevations and contours in the finished surface. Provide and secure units to support screen strips using strike-off templates or compacting-type screeds.

9. 3.7 PREPARING FORM SURFACES

- A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.
- B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.
 - a. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

10. 3.8 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete", and as specified.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.
- D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
 - a. Consolidate placed concrete by mechanical vibrating equipment supplemented by handspading, rodding, or tamping. Use equipment and procedures for consolidation of concrete complying with ACI 309. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer.
 - b. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.
- E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until completing placement of a panel or section.
 - a. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
 - b. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
 - c. Maintain reinforcing in proper position on chairs during concrete placement.
- F. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- G. When the air temperature has fallen to or is expected to fall below 40 deg F, provide adequate means to maintain the temperature in the area where concrete is being placed at either 70 deg F. for three (3) days or 50 deg F. for five (5) days after placing. Provide temporary housings or coverings, including tarpaulins or plastic film. Keep protection intact at least 24 hours after artificial heat is discontinued. Avoid rapid dry-out of concrete due to overheating, and avoid thermal shock due to sudden cooling or heating.
- H. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials. Do not use calcium chloride salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
- I. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.

- a. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg F (32 deg C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water.
- b. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
- c. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
- d. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Architect.

11. 3.9 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.
- B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.
- C. Smooth-Rubbed Finish: Provide smooth-rubbed finish on visible concrete surfaces that have received smooth-formed finish treatment not later than 1 day after form removal.
 - a. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

12. 3.10 MONOLITHIC SLAB FINISHES

- A. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish.
 - a. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by handfloating if area is small or inaccessible to power units. Finish surfaces to tolerances of F (F) 18 (floor flatness) and F (L) 15 (floor levelness) measured according to ASTM E 1155. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
- B. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view.
 - a. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances of F (F) 20 (floor flatness) and F (L) 17 (floor levelness) measured according to ASTM E 1155. Grind smooth any surface defects that would telegraph through applied floor covering system.
- C. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
 - a. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect/Engineer before application.

13. 3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Before placing concrete, care shall be taken to determine that any embedded metal or wood parts are firmly and securely fastened in place as indicated. They shall be thoroughly clean and free from coating, rust, scale, oil or any foreign matter. The embedding of wood in concrete shall be avoided whenever possible, with metal being used instead. If wood is allowed by the Engineer, it shall be thoroughly wetted before concrete is placed.

14. 3.12 NON-SHRINK GROUT

- A. Non-shrinking grout, where required on the drawings or in the specifications for setting structural members, anchor bolts, embedded items, or items of equipment and machinery in or on hardened concrete, shall be as follows:
 - a. Grouting shall be effected with mixed grouting material which is shrink-controlled, noncorrosive and suitable for grouting in the opinion of the Engineer. Unless otherwise approved by the Engineer, grouting material shall consist of high early strength Portland cement (Type III), specially selected sand and shrinkage elimination aggregate. The type, gradation and quality shall conform to the grout manufacturer's recommendations, and, in addition, shall not contain any metallics, plastics, chemicals, corrosive material or accelerator, such as calcium chloride.
 - b. Use of the approved grout shall require only the addition of water at the construction site, just prior to placing. Amount of water used and the mixing thereof with the grout shall be as specified on each bag containing the grout.
 - c. After base plates and/or equipment have been set to line and grade, the Contractor shall form a tight box around each such plate allowing a 6 inch clearance at all points, unless job conditions require otherwise. Grout shall be poured to a height of 4 inches above the bottom of each plate, unless otherwise detailed on the plans. Grout shall be poured at only one side of each plate and thoroughly worked under it so as to eliminate all air bubbles and voids. Rods or chains may be used to expedite this procedure. In addition, such grout shall be vibrated until maximum consolidation is attained and elimination of bubbles and voids is assured in the opinion of the Engineer.

15. 3.13 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before power floating and troweling.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
- C. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.
- D. Provide moisture curing by the following methods:

- a. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.
- E. Provide moisture-retaining cover curing as follows:
 - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- F. Apply curing compound on exposed interior slabs, walks, and curbs as follows:
 - a. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - b. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.
- G. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- H. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.
 - a. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

16. 3.14 REMOVING FORMS

- A. General: Formwork not supporting weight of concrete, such as sides of beams, non-retaining walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided that curing and protection operations are maintained.

17. 3.15 REUSING FORMS

- A. Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. Where forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and latence, and tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces.

18. 3.16 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: If acceptable to the Engineer, repair and patch defective areas with cement mortar immediately after removing forms.
- B. Mix dry-pack mortar, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.
 - a. Cut out honeycombs, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.
 - b. For surfaces exposed to view, blend white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at

inconspicuous locations to verify mixture and color match before proceeding with patching.

Compact mortar in place and strike-off slightly higher than surrounding surface.

- C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes and fill with dry-pack mortar or precast cement cone plugs secured in place with bonding agent.
 - a. Repair concealed form surfaces, where possible, containing defects that affect the concrete's durability. If defects cannot be repaired, remove and replace the concrete.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.
 - a. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spilling, popouts, honeycombs, rock pockets, and other objectionable conditions.
 - b. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
 - c. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend in to adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Engineer.
 - d. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
- E. Repair isolated random cracks and single holes 1 inch or less in diameter by dry-pack method. Groove top of cracks and cut out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Place dry-pack before bonding agent had dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- F. Perform structural repairs with prior approval of Engineer for method and procedure, using specified epoxy adhesive and mortar.

19. 3.17 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. General: The Contractor will employ a testing agency to perform tests and to submit test reports. All testing personnel shall be currently certified by the American Concrete Institute (ACI) for the work they will perform on this project.
- B. Sampling and testing for quality control during concrete placement shall include the following, as directed by Engineer.
 - a. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C94.
 - 1. Slump: ASTM C 143; one test at point of discharge for each day's pour of each class of concrete; additional tests when concrete consistency seems to have changed.
 - 2. Air Content: ASTM C 173, volumetric method for lightweight concrete; ASTM C 231, pressure method for normal weight concrete; one for each set of compressive strength test specimens.

3. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below, when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength test specimens.
 4. Compression Test Specimen: ASTM C 31; one set of six standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for field-cured test specimens.
 5. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day; two specimens tested at 7 days, two specimens tested at 28 days, and two specimens retained in reserve for later testing if required.
- b. When frequency of testing will provide fewer than five strength tests for a give class of concrete, conduct testing from at least five randomly selected batches or form each batch if fewer than five are used.
 - c. Strength of level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
- C. Test results will be reported in writing to Owner, Structural Engineer, ready-mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, name of concrete producer, truck number, contractor name, date of concrete placement, name of concrete testing service, concrete class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength , air temperature, concrete temperature, air content, slump, batch time, delivery time, placement time, and type of break for both 7-day tests and 28- day tests.
 - D. Contractor shall provide ACI approved curing box on site of adequate size to accommodate field cured cylinders.
 - E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall be used as the sole basis for acceptance or rejection.
 - F. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. The Contractor shall pay for such tests conducted and any other additional testing as may be required.
 - G. Core Tests - The Testing service shall take core samples of in-place concrete when test results are such that there is reasonable doubt that the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Engineer. The testing service shall conduct tests to determine the strength and other characteristics of the in-place concrete by compression tests on cored cylinders complying with ASTM C 42, or by load testing specified in ACI 318, or others as directed. The Contractor shall pay for such tests conducted and any other additional testing as may be required and shall completely repair cored area(s). Fill core holes as directed by Engineer, and finish to match adjacent concrete surfaces. If acceptable to Engineer, conduct static load test and evaluation complying with ACI 318 if the results of the core tests are unsatisfactory, or if core tests are impracticable to obtain.
 - H. Workmanship - Concrete work which does not conform to the specified requirements, including strength, tolerances, and finishes, shall be corrected as directly by the Engineer at the Contractor's expense, without extension of time therefore. The Contractor shall also be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work. Correct all concrete work that is found structurally inadequate by core tests or by results or static load tests, as directed by the Engineer. Repair, or remove and replace rejected concrete as required to meet the construction conditions. When permitted, accomplish the removal of excessive material in a manner to maintain the strength of the section without affecting function and appearance.

CIVIL RIGHTS

The Town of Abingdon assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all sub-consultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.

ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Code of Virginia 2.2-4311, 2.2-4311.2, and 2.2-4312 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

Contract amount equals or exceeds \$10,000.

1. During the performance of this contract, the contractor agrees as follows:
 - a. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or 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.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Town may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.
2. The contractor will include the provisions of Paragraph a.1, preceding above, in every subcontract or purchase order equals or exceeds \$10,000, so that the provision will be binding upon each subcontractor or vendor.

ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the Town has made a written determination that employing ex-offenders on the specific contract is not in its best

interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PROPRIETARY AND CONFIDENTIAL INFORMATION

The Town promises to keep confidential, subject to the terms of this paragraph and to the extent permitted by law, Proprietary Information submitted in response to this Request for Proposal. For purposes of this paragraph, "Proprietary Information" means all confidential and/or proprietary knowledge, data or information in which the Offeror has a protectable interest, including: (a) trade secrets, inventions, ideas, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding research and development, new products marketing and selling, business plans, licenses, records, facility locations, documentation, software programs, price lists, contract prices for purchase and sale of the Offeror's services, customer lists, prospect lists, pricing on business proposals to new and existing customers, supplier pricing, equipment configurations, ledgers and general information, employee records, mailing lists, accounts receivable and payable ledgers, budgets, financial and other records of the Offeror; and (c) information regarding the skills and compensation of other employees of the Offeror. "Proprietary Information" does not include, however, information that is publicly available or readily ascertainable by independent investigation. To qualify Proprietary Information for protection from disclosure, the Offeror must: 1) request protection of the Proprietary Information before, or contemporaneously with, submission of the Proposal; 2) identify the Proprietary Information to be protected; and 3) state the reasons why the information is proprietary. The Offeror cannot designate as Proprietary Information a) an entire proposal; b) any portion of a proposal that does not contain Proprietary Information; c) line item prices; or d) the total proposal price. The Town may decline to defend against a lawsuit filed against it to compel release of information designated as proprietary, but in that event the Town will provide reasonable notice to the Offeror regarding its decision to defend pending lawsuits.

ATTACHMENT A. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Code of Virginia 2.2-4342F (updated 07/01/18): “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror: _____

| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|---------------|----------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

*Bidder/Offeror may attach additional sheets if necessary

☐ Check this box if there are none.

ATTACHMENT B. STATE CORPORATION COMMISSION (SCC) FORM

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

Select one of the following boxes. The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: _____
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location).
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
- ☐ has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The Town reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: _____

Date: _____

Name: _____
(Print)

Name of Firm: _____

Title: _____

ATTACHMENT C. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf;
- (2) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature: _____ Date: _____

Name: _____
(Print)

Name of Firm: _____

Title: _____

TOWN OF _____,

STATE OF _____, to wit:

I, _____, a Notary Public, do certify

that _____ whose name is signed to the foregoing has this date acknowledged the same before me in my Town foresaid.

Given under my hand this _____ day of _____, 20_____.

My Commission expires _____.

Notary Public _____.

ATTACHMENT D. NOTICE OF EXCEPTIONS

Name of Bidder/Offeror: _____

List exceptions to any portions of ITB/RFP (i.e. General Terms & Conditions, Federal Terms & Conditions, Special Terms & Conditions):

☐ Check this box if there are none.

NOTE: THIS FORM IS NOT REQUIRED OR REQUESTED TO BE COMPLETED IN THE FOLLOWING INSTANCES. IF YOU FEEL THIS FORM DOES NOT APPLY TO YOUR SOLICITATION, PLEASE SELECT ONE OF THE FOLLOWING BOXES AND RETURN THIS FORM WITH YOUR BID/PROPOSAL SUBMISSION.

- ☐ Per Virginia Code § 2.2-4302.2 (3): "In the case of a proposal for information technology, as defined in § 2.2-2006, a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation."
- ☐ Per Virginia Code § 2.2-4302.2 (4): "For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations."

*This document shall be completed & returned with proposal submission.

BID BOND

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

NOW, THEREFORE,

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

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

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

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

_____(L. S.)
Principal

Surety

By: _____

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

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

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

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

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

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

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

Payment Bond
Page 1 of 2

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

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

ATTEST: _____
Principal

(Principal) Secretary By: _____(s)

(SEAL) _____
(Address)

(Witness as to Principal)

(Address)

Surety
ATTEST: By: _____
Attorney in Fact

Witness as to Surety _____
(Address) _____

(Address) _____

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called

Principal and

(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

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

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

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

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

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

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

Performance Bond

Page 1 of 2

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

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

ATTEST:

(Principal) Secretary

By: _____
Principal _____(s)

(SEAL)

(Address)

Surety

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

By: _____
Attorney in Fact

(SEAL)

Witness as to Surety

(Address)

(Address)

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

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

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NOTICE OF AWARD



TO:

PROJECT DESCRIPTION: **Brick – Concrete Sidewalk Repairs**

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

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

This the _____ day of _____, 2023.

By _____ Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD hereby acknowledges.

By _____

This the _____ day of _____, 2023.

By _____

Title _____

AGREEMENT

AGREEMENT BETWEEN

CONTRACTOR: _____, AND

TOWN OF ABINGDON FOR

Brick –Concrete Sidewalk Repairs

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

WITNESSETH:

WHEREAS, Client has procured services of the Contractor through sealed Invitation to Bid for Annual Asphalt Resurfacing Services and confirmed through bid analysis by the Town Staff and authorized for Award by the Council of the Town of Abingdon.

WHEREAS, Contractor desires to provide the Client with such goods/services as authorized by the Client, 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 Client 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 the Services to Client.
- C. Contractor, its Subcontractors, and their respective employees, are and shall remain independent contractors in performing the Services under this Agreement.
- D. Services shall be performed and completed by Contractor within the time frames set forth in the Scope of Services, time being of the essence of this provision.

SECTION 2. TERM

- A. **Term.** This Agreement shall commence on ___, **2023**, and shall continue until ___, **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 Client.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR.

- A. Contractor will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of Client.
- 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 Client's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Upon satisfactory completion of the work specified in the Scope of Work, the Client shall pay to Contractor ___ dollars and __ cents (\$_____.00).

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

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

Client's representative shall be:

Michael Surrett

Name

Public Works Director

Title

(276) 628-2361

Phone Number

msurrett@abingdon-a.gov

Email

Contractor representative shall be:

Name

Title

Phone Number

Email

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with any applicable, required contractual provisions set forth in the Client'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 Client's purchasing or procurement ordinances or procedures.
- D. ***Ownership and Status of Documents.***
- (1) 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 Client 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.

{{ SIGNATURE PAGES TO FOLLOW }}

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

THE TOWN OF ABINGDON,
a Virginia municipal corporation

By: _____

Title: _____

APPROVED AS TO FORM:

Town Attorney

Contractor: _____

By:

Title:

NOTICE TO PROCEED



TO:

DATE:

PROJECT DESCRIPTION: **Brick –Concrete Sidewalk Repairs**

You are hereby notified to commence work in accordance with the Agreement dated _____, on or after _____ with work completed **by Thursday, August 31, 2023.**

This the _____ day of _____, 2023.

By _____ Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED hereby acknowledged

By _____

This the _____ day of _____, 2023.

By _____ Title _____

GENERAL TERMS AND CONDITIONS

- A. ADVERTISING:** In the event an agreement is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Town of Abingdon will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Town of Abingdon has purchased or uses any of its products or services, and the Contractor shall not include the Town of Abingdon in any client 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 of Abingdon.
- B. ANTI-TRUST:** The Contractor conveys, sells, assigns, and transfers to the Town of Abingdon all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Abingdon under said contract.
- C. APPLICABLE LAWS & COURTS:** This procurement transaction, and any resulting contract, 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 State District Court of Abingdon. The Town of Abingdon 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:** An Agreement shall not be assignable by the Contractor in whole or in part without the written consent of the Town of Abingdon.
- 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 awarded Agreement.
- F. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Town of Abingdon 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 AGREEMENT:** The Town of Abingdon may terminate any agreement resulting from this solicitation 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:
- 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).
 - The Town of Abingdon may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Abingdon a credit for any savings. Said compensation shall be determined by one of the following methods:
 - By mutual agreement between the parties in writing; or
 - 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
 - By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Abingdon with all vouchers and records of expenses incurred and savings realized. The Town of Abingdon shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Abingdon within thirty (30) days from the date of receipt of the written order from the Town of Abingdon. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town of Abingdon or with the performance of the contract generally.
- J. CLARIFICATION OF TERMS:** The Town of Abingdon will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Town Manager or designee and any material change will be submitted to all Offerors through issuance of an addendum. Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) work days prior to the bid opening or proposal closing date specified. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any Town of Abingdon representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

- K. COLLUSIVE OFFERS:** The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The Town of Abingdon may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- L. 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 of Abingdon Virginia 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 degree, the Contractor shall immediately report the same to the Town of Abingdon in writing.
- M. COMPLIANCE WITH LOBBYING RESTRICTIONS:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, by signing an 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.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that, in the event that any awarded agreement involves information and data obtained as to personal facts and circumstances related to patients, students or clients, 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 Abingdon of any breach or suspected breach in the security of such information. Contractors shall allow the Town of Abingdon 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.
- O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the Town of Abingdon to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the Town of Abingdon be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the Town of Abingdon's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the Town of Abingdon's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the Town of Abingdon.
- P. 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 of Abingdon.
- Q. 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 of Abingdon has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the Town of Abingdon. 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).
- R. 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 of Abingdon Virginia for any costs incurred. Acceptance of the plans or reports by the Town of Abingdon Virginia shall not relieve the Contractor of the responsibility of subsequent correction of errors.
- S. 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.

- T. DEBARMENT STATUS:** By submitting their offers, offerors certify that they are 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 solicitation, nor are they an agent of any person or entity that is currently so debarred.
- U. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Abingdon, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Abingdon may have.
- V. 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:**
- A. Contractor will provide a drug-free workplace for Contractor's employees.
 - B. 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.
 - C. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - D. 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.
- W. 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.
- X. ERROR IN EXTENSION OF PRICES:** In the case of error in the extension of prices the unit price shall govern.
- Y. ETHICS IN PUBLIC CONTRACTING:** Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of 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.
- Z. 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 or any entity must submit their FAR audit data to the Town of Abingdon within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by the Town of Abingdon and the next most qualified team invited to submit a proposal.
- AA. FORM W-9 REQUIRED:** Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information 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>.
- BB. 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.
- CC. HOLD HARMLESS:** Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the Town, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.
- DD. IDLING REDUCTION REQUIREMENT:** For any work performed within the Town of Abingdon, Contractors are required to comply with the Town of Abingdon's Idling Reduction Policy for Motor Vehicles and Equipment.
- EE. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written agreement with the Town of Abingdon, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- FF. INCLEMENT WEATHER/CLOSURE OF TOWN OFFICES:** If the Town of Abingdon is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- GG. INDEMNIFICATION:** Contractor hereby assumes, and shall defend, indemnify and save the Town of Abingdon 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 of Abingdon 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 of Abingdon 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 of Abingdon, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- HH. INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and 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 Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror 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

- II. 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 parol evidence will not be discoverable or admissible during any litigation regarding the Agreement.
- JJ. 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 included as part of this offer.
- KK. 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.
- LL. NON-DISCRIMINATION:** By submitting their bids or proposals, offerors certify to the Town of Abingdon that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the 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.

- MM. NON-DISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Town of Abingdon has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- NN. NON-DISCRIMINATION BY TOWN OF ABINGDON:** The Town of Abingdon as a public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.
- OO. OFFER ACCEPTANCE:** Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.
- PP. OSHA STANDARDS:** All Contractors and subcontractors performing services for the Town of Abingdon 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, all 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.

QQ. 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 of Abingdon hereunder is specifically authorized in writing by the Town of Abingdon in advance. All documents or electronic media prepared by or on behalf of the Contractor for the Town of Abingdon are the sole property of the Town of Abingdon, free of any retention rights of the Contractor. The Contractor hereby grants to the Town of Abingdon 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.

RR. PAYMENT:

a. To Prime Contractor:

- i. The Town of Abingdon 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 of Abingdon shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Town of Abingdon fails to make payment by the required payment date, the Town of Abingdon 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 of Abingdon with a federal employer identification number, prior to receiving any payment from the Town of Abingdon.
- 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 of Abingdon 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 of Abingdon 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 of Abingdon 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. A Contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town of Abingdon for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Town of Abingdon 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 of Abingdon, 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 of Abingdon.

SS. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the Town of Abingdon or the Commonwealth of Virginia. The offeror 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.

TT. 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 solicitation, or as incorporated from a request for proposal or invitation to bid, the Specific Terms and Conditions shall apply.

UU. 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 of Abingdon'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 of Abingdon 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.

VV. QUALIFICATIONS OF OFFERORS: The Town of Abingdon may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Town of Abingdon all such information and data for this purpose as may be requested. The Town of Abingdon reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town of Abingdon further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Town of Abingdon that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

WW. 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 of Abingdon Virginia 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 of Abingdon Virginia or any authorized representatives of the Federal Government. It shall be the Contractor's responsibility to notify the Town of Abingdon Virginia, 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.

- XX. RIGHT TO ACCEPT OR REJECT OFFERS:** The Town of Abingdon reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- YY. 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.
- ZZ. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the Town of Abingdon to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the Town of Abingdon's procurement activities. Toward that end, the Town of Abingdon encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- AAA. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- BBB. 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.
- CCC. 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 of Abingdon's tax-exempt status will be furnished by the Town of Abingdon upon request.
- DDD. TDD/TTY EQUIPMENT FOR THE DEAF:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, 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.
- EEE. TERMS:** The terms and conditions set forth above within this solicitation shall be deemed incorporated into any agreement resulting from this procurement transaction, as if set forth therein verbatim.
- FFF. TESTING AND INSPECTION:** The Town of Abingdon reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- GGG. TRANSPORTATION AND PACKAGING:** All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- HHH. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, 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 of Abingdon, 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 offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town of Abingdon to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its 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.
- III. VIRGINIA GOVERNMENTAL FRAUDS ACT:** Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit 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.
- JJJ. 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.